



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

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BOARD OF SUPERVISORS

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January 12, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 JANUARY 19, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVAL OF TWO RETROACTIVE ALCOHOL AND
DRUG SERVICES AGREEMENTS
(ALL SUPERVISORAL DISTRICTS)
(3 VOTES)**

SUBJECT

Approval to execute two retroactive alcohol and drug services agreements to support the continued provision of the California Department of Alcohol and Drug Program's California Screening, Brief Intervention, Referral and Treatment Project services effective September 30, 2009 and to obtain delegated authority to extend the contractual term of these agreements, as necessary.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute alcohol and drug services agreements with Behavioral Health Services, Inc. (BHS) and Homeless Health Care Los Angeles, Inc. (HHCLA), substantially similar to Exhibits I and II, for the provision of the California Screening, Brief Intervention, Referral and Treatment (SBIRT) services retroactive from September 30, 2009 through September 29, 2010, at a maximum obligation of \$500,000 per agreement; 100 percent offset by SBIRT funding.
2. Delegate authority to the Director of DPH, or his designee, to extend the SBIRT agreements with BHS and HHCLA beyond the expiration date of September 29, 2010, for an additional 12 month period through September 29, 2011, subject to availability of SBIRT funding, with all financial terms of the initial term applying to the additional 12 months, subject to review and approval by County

Counsel and the Chief Executive Office (CEO) and notification of your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DPH to execute agreements with BHS and HHCLA for SBIRT services provided since September 30, 2009 and to allow these services to continue through September 29, 2010 under the SBIRT Grant Agreement (GA) and provide DPH delegated authority to extend the term of these agreements, subject to the availability of SBIRT funding.

On August 26, 2009, DPH's Alcohol and Drug Program Administration (ADPA) received notification from California Department of Alcohol and Drug Programs (CDADP) that the Department of Health and Human Services (DHHS) had approved an additional 12-month, no-cost extension for the SBIRT grant agreement effective from September 29, 2009 through September 29, 2010.

Under the SBIRT GA, ADPA is required to provide experienced substance abuse counselors to serve persons at the Los Angeles County Sheriff's Department's Men's Central Jail (County's Central Jail) and the Los Angeles Police Department's Parker Center Central Transition Unit (Parker Center). At the designated sites, counselors screen diverse, potentially high-risk short-term detainees for alcohol, tobacco, and/or other psychoactive substances risk factors, warn them of potential harm, and provide a referral to those needing more intensive treatment services.

On August 31, 2009, ADPA finalized the funding amount of \$1,200,017 for the extended contract term of September 30, 2009 through September 29, 2010. The amount of award represents roll-over, unused funding for California's SBIRT programs; no additional funds were awarded.

This no-cost extension awarded from CDADP impacted two contracts with BHS and HHCLA providing SBIRT services at County's Central Jail and at Parker Center, respectively, both of which were slated to expire on September 29, 2009.

Based on the notification received from CDADP that the SBIRT grant period would be extended, ADPA's plan was to continue to use BHS and HHCLA for the provision of SBIRT services by processing a 12-month contract extension using Board delegated authority granted on January 27, 2009.

Because the SBIRT grant period had been extended and funding availability to continue services for 12-months through September 29, 2010 had been confirmed, DPH continued to use the contract services of BHS and HHCLA for the provision of SBIRT services to short term detainees from County's Central Jail and at Parker Center while proceeding with the processing of a 12-month contract extension under Board delegated authority. However, this action was not available as Board delegated authority to extend these contracts was inadvertently omitted from the January 2009 Board package which created the agreements.

As noted above, ADPA was notified of additional funding for an extension at the end of August 2009 which offered a short time frame to extend the contracts with BHS and HHCLA which ended on September 29, 2009. At that time, ADPA consulted with County Counsel regarding the use of delegated authority to extend the BHS and HHCLA contracts based on the January 2009 original Board letter which ratified the SBIRT GA and established the service agreements. The January 2009 Board action delegated authority to receive future SBIRT funds and extend an evaluation contract with the University of California, Los Angeles, subject to future SBIRT funding, but did not

expressly provide similar delegated authority to extend the BHS and HHCLA agreements should future SBIRT funding become available. County Counsel concluded this was a likely omission in the January 2009 Board letter and opined that it was legally defensible for DPH to use delegated authority to extend the BHS and HHCLA agreements.

Based on this advice, ADPA began preparing a delegated authority contract extension package to the CEO. Upon the CEO's review of the delegated authority package, and notwithstanding County Counsel advice that delegated authority could be used, it was determined that for purposes of transparency and integrity regarding the usage of delegated authority, that the agreements should be brought to the Board for action. Consequently, because of the late notice of SBIRT funding continuation, the typical time it takes to complete delegated authority process, and the decision to not use delegated authority and bring these contracts to the Board, the BHS and HHCLA agreements lapsed.

A number of factors contributed to this retroactive contract situation, including late notification of continued of SBIRT funding; and the initial use of a delegated authority approach to extend these agreements that was subsequently replaced with an approach that required Board action. The changing of approaches in this instance could not occur in a time frame that would have likely avoided retroactivity. However, the retroactive period could have been shorter had DPH staff elevated this matter to DPH executive management earlier. DPH staff did not display sufficient urgency in seeking a solution to the timing problem with extending the BHS and HHCLA agreements.

Contract services by BHS and HHCLA did not stop upon the expiration of the contracts on September 29, 2009 because ADPA had a funding continuation commitment from CDADP and also had the obligation under the SBIRT GA to continue. Although \$1,092,469 was allocated to both BHS and HHCLA, both agencies provided approximately \$500,000 of services. Consequently, CDADP approved the remaining unspent balance for a second year at the same level of service.

Retroactive Contract Review Committee

This matter was presented to the Retroactive Contract Review Committee (RCRC) on December 10, 2009. Staff from DPH, CEO, and County Counsel attended the review. The RCRC recommended approval for the actions recommended in this Board letter pending the submission of a corrective action plan (CAP) by DPH. Subsequently, DPH submitted the CAP to RCRC and gained their concurrence. The CAP focuses on the establishment of greater accountability and anticipatory actions related to forthcoming funds and corresponding contracts. Among the corrective actions are:

DPH will take measures to improve the language in Board letters and contracts for delegated authority contracts. This will include clearly outlining the terms and actions of the delegated authority. Itemize each delegated authority item that is requested in the Board letter. In addition, all future contracts will include a "Contractor Responsibility Paragraph," which will require contractors to end services if a contract has not been extended.

DPH will develop a department-wide schedule that identifies contracts (including those with delegated authority to extend the term) that will expire in 6 months, 4 months, and 6 weeks. Each program with contracts expiring within six months will received a notice requesting the status of the contract and whether the contract should be renewed, extended or allowed to lapse. If needed, programs will be required to develop a completed Board packet four months prior to the expiration

date of the contracts.

In the event of extraordinary circumstances (i.e. potential retroactive contract), the matter will be elevated by Department staff to the Chief Deputy Director. In these situations, programs will provide contractors with written notification on the status and timeline of the contract renewal or possible suspension of the contract.

Implementation of Strategic Plan Goals

These actions support Goal 4, Health and Mental Health, of the County's Strategic Plan by providing alcohol and drug screening, brief intervention, and referral to treatment services to reduce the prevalence of alcohol and/or drug use (AOD).

FISCAL IMPACT/FINANCING

The total SBIRT GA amount for the project period of September 30, 2009, through September 29, 2010, is \$1,200,017. This amount represents roll-over, unused funding for California's SBIRT programs, includes \$200,017 for administrative evaluative services. No new additional funds were awarded to DPH.

The maximum obligation of the agreements with BHS and HHCLA is \$500,000 for each agreement, effective September 30, 2009 through September 29, 2010; 100 percent offset by State funds. There is no net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In February 2008, CDADP approached ADPA regarding the possibility of implementing a SBIRT project in Los Angeles County. As a result of these discussions, in September 2008, CDADP submitted a proposal to DHHS requesting approval to establish a new SBIRT site in Los Angeles.

On October 15, 2008, ADPA received notification from CDADP that its request to add Los Angeles County as an additional site for the demonstration project had been approved.

On December 12, 2008, GA Number SBR08-03 from CDADP to support the SBIRT program in Los Angeles County was electronically transmitted to ADPA. The initial project period was September 26, 2008, through September 29, 2009 and was funded at the amount of \$2,563,093. On December 29, 2008, in response to ADPA's inquiry, CDADP informed ADPA that the State must provide DHHS with a signed GA by January 14, 2009, to prevent the loss of funding. Therefore DPH proceeded with signing the GA.

On January 27, 2009, the Board: 1) ratified DPH's acceptance of the GA from CDADP; 2) delegated authority to DPH to accept and execute future awards and/or amendments that are consistent with the requirements of the GA during the term of the grant agreement; and 3) delegated authority to DPH to execute sole source agreements with BHS and HHCLA effective January 27, 2009 through

September 29, 2009, for a total of \$1,092,469 for each contract; 100 percent offset by SBIRT funding.

The recommended agreements with BHS and HHCLA include all the Board-mandated provisions.

County may terminate the agreements upon 30 calendar days notice.

County Counsel has approved the agreements, Exhibits I and II, as to form.

Attachment A is the Sole Source Checklist.

CONTRACTING PROCESS

On January 27, 2009, the Board delegated authority to DPH to execute sole source agreements with BHS and HHCLA for the provision of SBIRT services effective upon Board approval through September 29, 2009. Both agencies have over ten years of experience screening and assessing a diverse population of participants, including those requiring bilingual services. BHS and HHCLA have a long history of managing participants involved in the criminal justice system and interfacing with law enforcement. Additionally, BHS and HHCLA are recipients of grants that require participant tracking and follow up using the federal Government Performance and Results Act data entry and reporting system which is the same requirement as under the GA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to continue the SBIRT project for persons released from Los Angeles County and City jails that provide a public health intervention for short-term stay detainees to assist them in reducing or eliminating their AOD use and abuse. The impact on the community includes increased offender access to community supportive services, reduced alcohol and other drugs use prevalence, decreased recidivism, and reduced jail overcrowding that result in safer communities.

The Honorable Board of Supervisors

1/12/2010

Page 6

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jonathan E. Fielding". The signature is written in a cursive style with a large initial "J" and "F".

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JF:ma

Enclosures

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board Offices

Contract No. _____

ALCOHOL AND DRUG SERVICES AGREEMENT
(SCREENING, BRIEF INTERVENTION, REFERRAL AND TREATMENT [SBIRT])

THIS AGREEMENT is made and entered into this _____ day
of _____, 2009,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

BEHAVIORAL HEALTH SERVICES,
INC. (hereafter "Contractor").

WHEREAS, this Agreement is contemplated and authorized by
Division 10.5 of the Health and Safety Code commencing with
Sections 11750 et seq., 11758.10 et seq., and 11758.20 et seq.;
Title 9 of the California Code of Regulations ("CCR"), Division
4; Government Code Section 26227; and, to the extent this
Agreement is funded by Federal Block Grant funds, also by Health
and Safety Code Sections 11754 and 11775, and by Government Code
Section 53703; and

WHEREAS, the terms "ADPA" and "SDADP", as used in this
Agreement, refer to County's Alcohol and Drug Program
Administration and the State Department of Alcohol and Drug
Programs, respectively; and

WHEREAS, the term "Director", as used herein refers jointly
to County's Director of the Department of Public Health or

his/her authorized designee, or as may otherwise be redefined in the County Code and;

WHEREAS, throughout this Agreement, the term "participant" shall be used interchangeably with the terms "client", "patient", and "resident" unless otherwise noted; and

WHEREAS, throughout this Agreement, the term "Exhibits" refers to Exhibit(s) A, and the term "Schedules" refers to Schedule(s) A, (and when applied, the term "Budgets" refers to Budget[s] A, inclusively, unless otherwise noted; and

WHEREAS, the term "fiscal year", as used in this Agreement, refers to County's fiscal year which commences July 1 and ends the following June 30.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on September 30, 2009 and shall continue in full force and effect to and including September 29, 2010.

The term of this Agreement may be extended by Director or his designee beyond the stated expiration date of September 29, 2010, subject to availability of funding, for a period of twelve (12) months, through September 29, 2011, upon the written mutual agreement of the parties. A written Amendment to Extend Agreement, signed by Director or his designee, shall be finalized on or before the expiration date of September 29, 2010. All provisions of the Agreement in effect on the date the extension

commences shall remain in effect for the duration of the extension.

If Director or his designee and Contractor fail to mutually agree to extend the Agreement as of the expiration date set forth in this Paragraph, then the Agreement shall expire on September 30, 2010.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar day advance written notice to the other. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

County may also suspend and/or terminate this Agreement immediately upon the occurrence of any of the following events: (1) Federal and/or State funds are not available for this Agreement or for any portion hereof; (2) to the extent funding for this Agreement is contingent on the review and recommendation for approval by the Local Lead Agency, such as ADPA, or any local agency designated by the ADPA to administer such review and recommendation, or by SDADP and such review or approval is not given; (3) to the extent that Contractor is approved to provide

narcotic treatment program services, and the approval granted Contractor by either Food and Drug Administration ("FDA"), Drug Enforcement Administration ("DEA"), SDADP, or all to serve as a narcotic treatment program service provider is withdrawn; (4) Contractor fails to initiate delivery of services within thirty (30) calendar days of the commencement date of this Agreement; and/or (5) Contractor fails to obtain and maintain in effect, without suspension or any restrictions, all licenses, permits and/or certifications, as required by all Federal, State, and local laws, ordinances, regulations, and directives, which are applicable to facility(ies) and services under this Agreement. Notice of such termination, as described above, shall be given to Contractor in writing.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County, which may include but not be limited to all applicable change in laws, regulations, and other compliance requirements, issued pursuant hereto shall constitute a material breach hereto, and this failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of any termination or suspension of this Agreement, Contractor shall:

A. Make immediate and appropriate plans to transfer or refer all participants served under this Agreement to other agencies for continuing service in accordance with the participant's needs. Such plans shall be approved by Director before any transfer or referral is completed except in those instances, as determined by Contractor, where an immediate participant transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral to the nearest provider of alcohol or drug services.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new participant admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's Department of Public Health ("DPH"), Financial Services Division, within forty-five (45) calendar days after such termination date, an annual cost report, as set forth in the ANNUAL COST REPORT Paragraph of the ADDITIONAL PROVISIONS, attached hereto.

E. In the event either Contractor or County elect to terminate the contractual agreement, or the agreement is otherwise terminated, all unpaid balances of settlements arising from audit reports, and/or cost settlements shall immediately become due and payable to County by Contractor. County shall first deduct any unpaid balance from any final settlement amounts which may be due the Contractor to enable County to fully recoup the entire unpaid balance, and to the extent these amounts are insufficient to enable County to fully recoup the entire balance, Contractor agrees to remit by cashier's check the remaining unpaid balance to County within ten (10) days of final settlement.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and in the following documents, which are attached hereto and incorporated herein by reference:

- (1) ADDITIONAL PROVISIONS - DEPARTMENT OF PUBLIC HEALTH - ALCOHOL AND DRUG PROGRAM ADMINISTRATION - ALCOHOL AND DRUG SERVICES AGREEMENT - July 1, 2009

- (2) Exhibit A - Community Assessment and Service Center Program Services (Screening, Brief Intervention, Referral and Treatment)
- (3) COUNTY OF LOS ANGELES YOUTH TREATMENT STANDARDS AND PRACTICES - JANUARY 2008

Contractor hereby acknowledges receipt of the above referenced documents numbers (1) through (3) attached hereto. In addition, Contractor further acknowledges receipt of any applicable Schedule(s), Budget(s), and/or Statement of Work forms (which further defines the rates and services to be provided by Contractor herein), as referenced and attached to the above listed Exhibit(s).

B. The quality of service(s) provided under this Agreement shall be at least equivalent to the same services which Contractor provides to all other participants it serves.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of alcohol and drug services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period September 30, 2009 through September 29, 2010, the maximum obligation of County for all services provided under this Agreement is Five Hundred Thousand Dollars (\$500,000). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in the Exhibit(s), attached hereto.

B. If the Director extends this Agreement beyond the expiration date of September 29, 2010, for a period of twelve (12) months, from September 30, 2010 through September 29, 2011, the maximum obligation of County for all services provided under this Agreement is Five Hundred Thousand Dollars (\$500,000), subject to availability of funds. This sum represents the total maximum obligation of County as shown in the Exhibit(s) A, attached hereto. All financial terms during the Fiscal Year 2009-10 shall apply to the extension period.

C. If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of Federal, State, or County governments conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is

less than payments made by County to Contractor, then Contractor agrees that the difference shall be either:

(1) repaid forthwith by Contractor to County by cash payment or (2) at Director's option, credited against any amounts due by County to Contractor whether under this Agreement or any other agreement, or contract, covered under ADPA control. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall the maximum obligation of County for this Agreement, as set forth in this Paragraph be exceeded.

5. COMPENSATION: County agrees to compensate Contractor for performing alcohol and drug services hereunder, as set forth in the PAYMENT Paragraph of the ADDITIONAL PROVISIONS, the REIMBURSEMENT Paragraph of the Exhibit(s), and in the Schedule(s) (any applicable Budget[s] thereto), all attached hereto and incorporated by reference.

6. Contractor Budget and Expenditures Reduction Flexibility: In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of thirty (30) calendar days written notice to Contractor; or notwithstanding, the ALTERATION OF TERMS of this Agreement,

Director may consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

7. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding any other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County's costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

8. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County, and in the

performance of this Agreement and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance

coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor West
Los Angeles, California 90012

Contractor also shall promptly report to County any injury or property damage accident or incident, including

any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is

acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims

related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs):

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage: If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage:

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded

by the standard Insurance Services Office, Inc., (ISO), separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

10. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability: Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability: Insurance (providing scope

of coverage equivalent to ISO policy form CA 00 01) with limits of not less than One Million Dollars (\$1,000,000) on for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability:

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars \$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a Professional Employer Organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01:

a) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions:

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

11. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

12. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts must be approved in writing by Director or his/her authorized

designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor (who shall be licensed as appropriate for provisions of subcontracted services) and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the Exhibits(s) and Schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall

submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall also not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by Director be construed as affecting any increase in the amount contained in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement.

E. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all

subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by County.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, or any subcontractor, for liability, damages, cost, or expenses, arising from or related to County's exercising of such a right.

H. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are performed under the subcontract.

I. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including, but not limited to, consenting to any subcontracting.

13. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended. To the extent there is any conflict between Federal law and State or local laws, the former shall prevail.

In addition, in the performance of this Agreement, Contractor shall specifically comply with the requirements of Health and Safety Code Division 10.5, Parts 1 and 3, commencing with Section 11750 et seq.; Titles 9 and 22 of the CCR; SDADP Drug Program and Drug Program/Medi-Cal policies as identified in policy letters and the Department of Public Health Substance Abuse Program Contract Financial Handbook; written procedures as may be provided to Contractor by ADPA; as well as all other applicable Federal, State, and local laws, regulations, guidelines, and directives.

Further, narcotic treatment program services providers shall also specifically comply with all applicable provisions of Health and Safety Code Division 10, Chapter 5,

Article 2 (Treatment of Addicts for Addiction) [Section 11215 et seq.]; Title 9 CCR Chapter 4, Subchapter 4 (Narcotic Treatment Programs) [Section 10000, et seq.]; Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1972 (21 U.S.C. Section 1101 et seq.) and Federal regulations pertaining thereto; regulations of the FDA, and the DEA; as well as all other applicable Federal, State, and local laws, regulations, guidelines, and directives. To the extent there is any conflict between Federal and State or local law, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such

Federal, State, or local laws, ordinances, regulations, rules, guidelines, or directives.

14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. Part 76): Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By entering into this Agreement with County, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of the Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

15. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled

"ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

16. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

17. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement body and its ADDITIONAL PROVISIONS, and that of any of the Exhibit(s), Schedule(s), and any other documents incorporated herein by reference (e.g., Budget[s] and/or Statement of Work forms), the language in this Agreement and its ADDITIONAL PROVISIONS shall govern and prevail.

18. ALTERATION OF TERMS: This Agreement, together with the ADDITIONAL PROVISIONS, Exhibit(s), Schedule(s), and any Budget(s) and/or Statement of Work forms, attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally

approved and executed by the parties in the same manner as this Agreement.

19. CONTRACTOR'S OFFICE: Contractor's primary business office is located at 15519 South Crenshaw Boulevard, Gardena, California 90249. Contractor's primary business telephone number is (310)679-9126 and facsimile/FAX number is (310)679-2920. Contractor shall notify County, in writing, of any changes made to primary business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

19. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

(2) Department of Public Health
Alcohol and Drug Program Administration
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

Attention: Director

B. Notices to Contractor shall be addressed as follows:

(1) BEHAVIORAL HEALTH SERVICES, INC.
15519 South Crenshaw Boulevard
Gardena, California 90249

Attention: Henry Van Oudheusden
President/CEO

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

BEHAVIORAL HEALTH SERVICES, INC.
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ROBERT E. KALUNIAN
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts & Grants Division

BODY.OF.AGREE.rev.12.9.09

ADDITIONAL PROVISIONS

DEPARTMENT OF PUBLIC HEALTH

ALCOHOL AND DRUG PROGRAM ADMINISTRATION

ALCOHOL AND DRUG SERVICES AGREEMENT - SEPTEMBER 30, 2009

AP.revised:12.7.09.er

ADDITIONAL PROVISIONS
DEPARTMENT OF PUBLIC HEALTH
ALCOHOL AND DRUG PROGRAM ADMINISTRATION
ALCOHOL AND DRUG SERVICES AGREEMENT - SEPTEMBER 30, 2009

TABLE OF CONTENTS

<u>Paragraph No.</u>	<u>Title</u>	<u>Page No.</u>
1.	ADMINISTRATION	1
2.	FORM OF BUSINESS ORGANIZATION, FISCAL DISCLOSURE, AND REAL PROPERTY DISCLOSURE	1
3.	BOARD OF DIRECTORS AND ADVISORY BOARD	6
4.	STAFFING	7
5.	NONDISCRIMINATION IN SERVICES	14
6.	NONDISCRIMINATION IN EMPLOYMENT	17
7.	FAIR LABOR STANDARDS ACT	20
8.	EMPLOYMENT ELIGIBILITY VERIFICATION	21
9.	PRIORITY FOR COUNTY'S DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND DEPARTMENT OF PUBLIC SOCIAL SERVICES GENERAL RELIEF REFERRALS	21
10.	PARTICIPANT ELIGIBILITY	22
11.	PARTICIPANT FEES	23
12.	PAYMENT	23
13.	FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS	34
14.	RECORDS AND AUDITS	37
15.	REPORTS	46
16.	ANNUAL COST REPORT	49
17.	CONFIDENTIALITY	50
18.	INDEPENDENT CONTRACTOR STATUS	50

TABLE OF CONTENTS

Paragraph No.	Title	Page No.
19.	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES	51
20.	RESTRICTIONS ON LOBBYING	52
21.	UNLAWFUL SOLICITATION	53
22.	CONFLICT OF INTEREST	54
23.	PURCHASES	55
24.	SERVICE DELIVERY SITE - MAINTENANCE STANDARDS	57
25.	TOBACCO - FREE ENVIRONMENT AND TOBACCO AWARENESS	58
26.	DRUG FREE WORK PLACE	59
27.	HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS") EDUCATION AND TRAINING	60
28.	PUBLIC ANNOUNCEMENTS, LITERATURE, AND OUTREACH	64
29.	MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND DRUGS	66
30.	PROPRIETARY RIGHTS	67
31.	CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER	67
32.	NOTICE OF DELAYS	68
33.	AUTHORIZATION WARRANTY	68
34.	CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM/GENERAL RELIEF OPPORTUNITY FOR WORK PROGRAM PARTICIPANTS FOR EMPLOYMENT	68
35.	STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE	69
36.	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETTED FOR LAYOFF/OR RE-EMPLOYMENT LIST	69

TABLE OF CONTENTS

Paragraph No.	Title	Page No.
37.	RESOLICITATION OF BIDS OR PROPOSALS	70
38.	TERMINATION FOR INSOLVENCY AND DEFAULT	70
39.	TERMINATION FOR IMPROPER CONSIDERATION	72
40.	TERMINATION FOR CONVENIENCE	73
41.	COUNTY'S QUALITY ASSURANCE PLAN	74
42.	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	75
43.	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	76
44.	RETURN OF COUNTY MATERIALS	77
45.	GOVERNING LAW, JURISDICTION AND VENUE	77
46.	WAIVER	77
47.	SEVERABILITY	78
48.	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	78
49.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	79
50.	DEFAULTED PROPERTY TAX REDUCTION PROGRAM	83
51.	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	84
52.	PURCHASING RECYCLED-CONTENT BOND PAPER	84
53.	COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996	84
54.	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	86
55.	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT	88

TABLE OF CONTENTS

<u>Paragraph No.</u>	<u>Title</u>	<u>Page No.</u>
56.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	89
57.	CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	89
58.	REPORTING OF CHILD ABUSE OR NEGLECT	90
59.	REPORTING OF ELDER AND DEPENDENT ADULT ABUSE	91
60.	TERMINATION FOR NON-APPROPRIATION OF FUNDS	91
61.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	92
62.	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	93
63.	NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS	93

ADDITIONAL PROVISIONS
DEPARTMENT OF PUBLIC HEALTH
ALCOHOL AND DRUG PROGRAM ADMINISTRATION
ALCOHOL AND DRUG SERVICES AGREEMENT - SEPTEMBER, 2009

1. ADMINISTRATION: COUNTY'S Director of Public Health or his/her designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director and to authorized Federal and State representatives the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities, or work areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION, FISCAL DISCLOSURE, AND REAL PROPERTY DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Alcohol and Drug Program Administration ("ADPA"), within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.

(2) Articles of Incorporation and By-Laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with the County.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to ADPA, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and

executed by Contractor's duly constituted officers,
containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

C. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to ADPA, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such

lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

3. BOARD OF DIRECTORS AND ADVISORY BOARD:

A. Board of Directors: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of a minimum of not less than five (5) members, who are all at least eighteen (18) years of age and should include representatives of special population group(s) being served; shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one (1) person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board

members and ongoing in-service education for existing members.

B. Advisory Board or Group: Contractor shall establish and maintain an advisory board, or group, consisting of (5) five or more persons. The advisory board, or group, shall advise Contractor's director or program administrator regarding program administration and service delivery. The advisory board, or group, shall consist of people who reside in or represent the interests of the community being served (i.e., service community). In establishing an advisory board, or group, Contractor shall demonstrate reasonable efforts to achieve representation of the ethnic composition of the service community, or of any special population group(s) being served. The Contractor's own Board of Directors may function as the advisory board, or group, with the prior written approval of Director. When Contractor's Board of Director's is allowed to function as an advisory board, or group, it shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly, to specifically discuss program administration and service delivery issues as provided herein.

4. STAFFING: Contractor agrees to employ at least one (1) individual (i.e., full time equivalent position) specifically assigned to work full time on alcohol and drug services.

(Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In any event, Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff prescribed by applicable State laws and regulations and with the number of staff identified in Contractor's budget as presented to County during the development and negotiation of this Agreement. Such personnel shall be qualified in accordance with all applicable State and County code requirements. Contractor shall fill any vacant budgeted position within sixty (60) calendar days after the vacancy occurs. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) incorporated herein.

Contractor is encouraged to recruit and hire staff in service positions who are fluent in American Sign Language and the primary language of any special population group being served.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary and experience who are providing services hereunder. If an executive director, program director,

assistant director, or equivalent position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify the Director about Contractor's plans to fill the vacancy and document that prospective candidates meet the minimum qualifications for vacant positions.

Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Contractor shall be responsible for the training of appropriate employees concerning applicable Federal, State and County laws, regulations, guidelines, directives and administrative procedures. Contractor shall institute and maintain a training program, approved by the Director, in which all personnel will participate.

Contractor shall provide appropriate training/staff development for its administrative, prevention/treatment, and support personnel. Participation of administrative, prevention/treatment, and support personnel in training/staff development should include in-service activities, such as nuisance abatement strategies for prevention staff and case conferences for treatment staff; which shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of all such training/staff development programs.

Contractor shall provide each administrative (i.e., management) and service employees (i.e., prevention/treatment and support personnel) with a minimum of twenty-four (24) hours of training during the Agreement period. For treatment staff, training received through State Department of Alcohol and Drug Program (SDADP) - approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. For prevention staff, training on the Strategic Prevention Framework, CalOMS Prevention, environmental prevention strategies, and other evidence-based prevention strategies that can enhance the quality of prevention services shall fulfill the aforementioned training requirement for the applicable period. The training hours required shall be proportionately decreased during any Agreement period of less than a full fiscal year. All training received during the term of this Agreement shall be included in the personnel file of all administrative and service staff employed by Contractor.

Contractor shall insure that program staff who provide counseling services (as defined in Title 9 CCR, Div.4, Chapter 8, Section 13005, California Code of Regulations) are licensed, certified, or registered to obtain certification or license pursuant to Title 9 CCR, Div. 4, Chapter 8 (commencing with Section 13000). Written documentation of licensure, certification, or registration shall be included in the personnel

file of all service staff employed by Contractor who provide counseling services.

Contractor shall insure that program staff who provide counseling services (as defined in Title 9, CCR, Div. 4 Chapter 8, Sec 13005, CCR) comply with the code of conduct, pursuant to Section 13060, developed by the organization or entity by which they were registered, licensed, or certified.

A. Detoxification and Residential Services: If detoxification or residential services are provided hereunder, all staff providing direct services to program participants shall receive cardiopulmonary resuscitation ("CPR") training. Within six (6) months after beginning employment with Contractor, such staff shall complete the Standard Red Cross First Aid Class ("FA") or equivalent. Contractor shall ensure that all of its staff who perform direct services hereunder, obtain and maintain in effect during the term of this Agreement, all CPR and FA certificates which are applicable to their performance hereunder.

Additionally, such staff shall be trained to recognize indications of at least the following, any of which requires immediate attention and referral: jaundice, convulsions; shock; pain; bleeding; and coma.

B. Services for Youth: If services for youth are provided hereunder, the following minimum requirements and qualifications shall apply to employees and volunteers involved in the provision of such services. Contractor shall maintain documentation in the individual personnel files that these requirements and qualifications have been met:

(1) All staff employed by Contractor and subcontractor(s), if applicable, shall not be on active probation or parole within the last three (3) years, and must have a Live Scan fingerprint check for criminal history background through the Department of Justice and Federal Bureau of Investigation prior to employment. Contractor shall not employ any person if they have a criminal conviction record or pending criminal trial for offenses specified by County (i.e., felonies, falsification of public records, sex offenses and offenses against children), unless such information has been fully disclosed and employment of employee for this program has been formally approved by the County's Probation Department and the Department of Public Health. County reserves the right to prohibit Contractor and, if applicable, its subcontracted agencies, from employment or continued employment of any

such person. Contractor must monitor for subsequent notifications from the Department of Justice regarding employee convictions or arrests to maintain compliance with the aforementioned fingerprint requirements.

(2) Employees working with youth shall have at least two (2) years prior experience in a youth program or two (2) years prior experience working with youth.

(3) Counselors working with youth in treatment shall be licensed, certified or registered to obtain certification in accordance with Title 9, CCR, Div. 4, Chapter 8, Counselor Certification Regulations.

Employees working with youth shall receive at least eight (8) total hours of annual training in the fields of alcohol and other drugs, child development and normal adolescent growth and development, the dynamics of adolescent recovery, and related fields.

(5) All staff shall be trained in child abuse reporting and neglect issues, and requirements of mandated reporters.

C. Sexual harassment and sexual contact shall be prohibited between participants, and service employee staff and administrative staff, including members of the Board of Directors. Contractor shall include a statement in each employee's personnel file noting that each employee has read

and understands the sexual harassment and sexual contact prohibition. Contractor shall include this prohibition policy as part of an overall participant's rights statement given the participant at the time of admission. Such prohibition policy shall remain in effect for no less than six (6) months after a participant exits recovery service program.

D. Contractor shall designate at least one employee as "Disability Access Coordinator" to ensure program access for disabled individuals, and to receive and resolve complaints regarding access for disabled persons at Contractor's facility(ies).

5. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services to participants (including but not limited to, services provided to Medi-Cal eligible [or other similarly eligible] beneficiaries), hereunder because of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation, in accordance with requirements of Federal and State laws and regulations. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service

or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation.

In providing services hereunder, facility access for disabled must comply with the Federal Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the

provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination in a treatment service, he or she may appeal the matter to the SDADP, Residential and Outpatient Programs Compliance Branch, Complaint Investigations Unit. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

Pursuant to Exhibit C, Article IV, Paragraph B.2 of the County Net Negotiated Amount (NNA) agreement with the SDADP, the following shall apply to programs funded with Substance Abuse Prevention and Treatment Block Grant (SAPT BG):

1. Contractor shall provide services to all eligible persons in accordance with federal and State statutes and regulations.

2. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:

(a) Lack of educational materials or other resources for the provision of services;

(b) Geographic isolation and transportation needs of persons seeking services or remoteness of services;

(c) Institutional, cultural, and/or ethnicity barriers;

(d) Language differences;

(e) Lack of service advocates; and

(f) Failure to survey or otherwise identify the barriers to service accessibility.

6. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees pursuant to all applicable Federal and State anti-discrimination laws and regulations, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation, or status as disabled veteran or veteran of the Vietnam era. Contractor shall take affirmative action to ensure that qualified

applicants are employed, and that employees are treated during employment, without regard to race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation or status as disabled veteran or veteran of the Vietnam era in accordance with requirements of all applicable Federal and State laws and regulations. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political

affiliation in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a

material breach of contract upon which Director may suspend or County may terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

7. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by

Contractor's employees for which County may be found jointly or solely liable.

8. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

9. PRIORITY FOR COUNTY'S DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND DEPARTMENT OF PUBLIC SOCIAL SERVICES GENERAL RELIEF REFERRALS: Contractors providing residential and/or non-residential treatment services hereunder, agree to give priority to individuals referred to Contractor for services by County's

Department of Children and Family Services ("DCFS"), and County's Department of Public Social Services ("DPSS") that are General Relief ("GR") eligible. Such DCFS and DPSS referred participants shall be rendered services in non-residential services programs before non-DCFS and non-DPSS referred individuals, and shall also be admitted to residential programs before non-DCFS and non-DPSS referred individuals. Regardless of priority status, DCFS and DPSS referred participants must meet all the admission requirements to enter a residential program.

In addition, Contractor agrees to perform outreach activities targeting DCFS and DPSS participants to inform and encourage any such participants in need of alcohol and drug services to seek such services.

10. PARTICIPANT ELIGIBILITY: If participants are provided treatment services hereunder, participant's eligibility to receive alcohol and drug services, and financial coverage (Medi-Cal, insurance, or other third party payer), must be determined and confirmed by Contractor. Within ninety (90) calendar days after a participant is first given services hereunder, Contractor shall document that all potential sources of payments to cover the costs of participant services hereunder have been identified and that Contractor or such participant has attempted to obtain such payments. In addition to the requirements set forth under this Paragraph, Contractor shall make a written certification to

County stating whether the participant is eligible for Medi-Cal, insurance, or other third party coverage. Contractor shall retain such documentation and allow County access to same in accordance with RECORDS AND AUDITS Paragraph of this Agreement.

11. PARTICIPANT FEES: If Contractor provides participants with residential and/or non-residential treatment services hereunder, participants shall be charged a fee by Contractor for the provision of such services. In charging fees, Contractor shall take into consideration the participant's ability to pay (based on participant's income and expenses), and the fee(s) charged shall not be in excess of Contractor's actual unit cost to provide such service(s). In establishing fees to be charged, Contractor shall follow procedures which have been reviewed and approved by the Director in determining allowable reimbursement costs. Contractor shall set and collect fees using methods approved by the Director in accordance with Health and Safety Code Section 11852.5 and County policy. County Contractor shall exercise diligence in the billing and collection of fees from participants. In any event, Contractor shall not withhold services to a participant because of a participant's present inability to pay for such services.

12. PAYMENT:

A. General Requirements: With the exception of fees reimbursed by Medi-Cal, medical insurance, or other third

party coverage, Contractor shall be compensated by County for performing alcohol and drug services hereunder, in accordance with the procedures, and in the manner, as described below:

(1) Monthly Billing: Contractor shall bill County monthly in arrears on billing forms described in County Department of Public Health Substance Abuse Program Contract Financial Handbook. Such billing forms shall be provided to Contractor by County, or billings shall be made on Contractor's own billing forms that have been approved by ADPA. All billings shall clearly reflect all required information as specified on the billing forms and any other information as required by the ADPA (e.g., Contractor's tax identification number and/or Drug/Medi-Cal provider number) to properly process Contractor's billings, in regards to the services provided and for which a claim is being made, and as related to any and all payments due to Contractor by, or on behalf of, a participant. Billings shall be presented to County promptly after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the payment provisions set forth in the Exhibit(s) incorporated herein, and the following:

a. Payment for all services provided hereunder shall be limited to the aggregate maximum monthly amount(s) set out in the Schedule(s) (and their corresponding Exhibit[s]) attached hereto. Contractor will be paid the lesser of the monthly maximum amount of the contract, or the current monthly billing amount.

b. No single payment to Contractor for a particular type of service, or mode of service, provided hereunder shall exceed the maximum monthly amount set out in the Schedule(s) (and their corresponding Exhibit[s]) attached hereto, unless there have been payments of less than the maximum monthly amount for that mode of service for any prior month of that fiscal year. To the extent that there have been lesser payments for a mode of service, the resultant savings may be used to pay monthly billings for that mode of service in excess of the maximum monthly amount.

c. Billings for Drug/Medi-Cal services shall be presented to County by the tenth (10th) of each calendar month for the preceding month. Billings received after the tenth (10th) of the calendar month will not be paid.

(2) In no event shall County be required to reimburse Contractor for those costs for services performed hereunder, which are covered by revenue received directly from a participant (e.g., cash), or received on behalf of a participant (e.g., Medi-Cal, medical insurance, or other third party coverage), or is covered by funding received by Contractor under other County agreements, or under other governmental contracts, grants, or funding sources.

(3) In no event shall County be required to pay Contractor an amount that is more than the dollar amount as set forth in the MAXIMUM ALLOCATION Paragraph of the Exhibit(s) for each mode of service provided hereunder.

(4) In no event shall County be required to pay Contractor an amount that is more than the dollar amount as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement.

(5) Withholding Payment:

a. Subject to the provisions of the ANNUAL COST REPORT Paragraph of this Agreement, if the Annual Cost Report is not delivered by Contractor to County within the date specified, County may withhold all payments to Contractor under all alcohol and drug services agreements between County

and Contractor, until such time that such report is delivered to County.

b. Subject to the provisions as specified in subparagraphs B, C, and D of the REPORTS Paragraph of this Agreement, if any Monthly Report(s) is(are) not delivered by Contractor to State, or to County (which requires such information to generate reports that are sent to the State), by the date(s) specified, then County may elect to withhold all payments to Contractor under all alcohol and drug services agreements between County and Contractor, until such time that such report(s) is(are) delivered to the State or County. County further reserves the right to withhold all payments to Contractor under all alcohol and drug services agreements between County and Contractor, due to CONTRACTOR'S refusal to cooperate with audits and investigations as set forth in subparagraph H of the RECORDS AND AUDITS Paragraph of this Agreement.

Notwithstanding any other provision of this Agreement, if State (or any other funding source) withholds funds intended for County to support this Agreement, or any other alcohol and drug services agreements between County and Contractor, due to the

actions of Contractor (e.g., late reports, financial disputes, etc.), then County shall withhold payment of funds to Contractor, until such time that State (or other funding source), releases funds to County for payment to Contractor for services provided herein.

c. Subject to the reporting and data requirements of this Agreement and the Exhibit(s) incorporated herein, and to County's right to withhold any and all payments due to Contractor for any failure to cooperate with audits and investigations as set forth in subparagraph H of the RECORDS AND AUDITS Paragraph herein, County may elect to withhold any and all payments due to Contractor if any report (other than the Annual Cost Report or Monthly Report) or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete or is not completed in accordance with requirements set forth in this Agreement.

d. Subject to the provisions of the TERM, and ADMINISTRATION, Paragraphs of this Agreement, and the Exhibit(s) incorporated herein, County may

withhold all payments due to Contractor, if Contractor has been given at least a thirty (30) days notice of any deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). Such deficiency(ies) may include, but not to be limited to, failure to provide the quality of services as described in this Agreement, Federal, State, and County audit exceptions resulting from noncompliance, and significant performance problems as determined by monitoring visits.

e. Subject to the provisions of the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, County may withhold claims for payment by Contractor.

f. In any event, any and all payments due to Contractor may be withheld under this provision. Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

g. In addition to subparagraphs one (1) through five (5) herein, the Director may withhold claims for payment by Contractor for delinquent amounts due to County as determined by a cost report or audit report settlement, resulting from this or prior years' agreement(s).

h. Notwithstanding any other provision of this Agreement, County may withhold any and all payments to Contractor under any and all alcohol and drug services agreements between County and Contractor, if State, federal, and/or County auditor (or any other funding source) advises County of significant findings that warrant such withholding of funds.

i. Notwithstanding any other provision of the NNA/DMC Agreement between the State and the County, and the agreement between County and Contractor, County may withhold ten percent (10%) of all payments to Drug/Medi-Cal contractors under any and all alcohol and drug services agreements between County and Contractors as a reserve for future liabilities resulting from, but not limited to penalties and audits.

(6) Contractor agrees to reimburse County for any Federal, State, or County, audit exceptions resulting

from noncompliance herein on the part of Contractor or any subcontractor.

B. Additional Procedural Requirements for Cost

Reimbursement Agreements: In addition to the general requirements described in Subparagraph A hereinabove, for those alcohol and drug service agreements using a cost reimbursement format (cost reimbursement agreements), the following additional procedural requirements will apply:

(1) Preliminary (Cost Report) Settlement Payment:

a. Pending a final settlement between Contractor and County based upon a fiscal year audit determination of allowable costs, the parties shall make preliminary cash settlement for each fiscal year or portion thereof that this Agreement is in effect. Such preliminary settlement shall be based upon the Annual Cost Report, which is referred to in the ANNUAL COST REPORT Paragraph hereinbelow.

b. If the Annual Cost Report shows a balance due to the County, the amount due shall be repaid by Contractor forthwith by cash payment, or at the discretion of Director, as a credit on future billings.

c. If the Annual Cost Report shows a balance due to the Contractor, the amount due shall be paid

to Contractor forthwith, provided that the maximum allocation for such services is not thereby exceeded.

d. Such settlement shall be paid within forty-five (45) calendar days after County submits the Los Angeles County Summary Cost Report to the SDADP.

(2) Final (Audit Report) Settlement Payment:

a. If the fiscal year audit conducted by Federal, State, and/or County representatives finds that allowable and necessary net costs for any mode of services furnished hereunder are lower than the payments made therefore by County, and/or if it is determined by such audit that any payments made by County for a particular mode of service are for costs which are not reimbursable pursuant to provisions of the Health and Safety Code, Division 10.5, Part 2, the Department of Public Health Substance Abuse Program Contract Financial Handbook, and/or this Agreement, then the difference shall be repaid by Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

b. If such fiscal year audit finds that the allowable costs of services furnished hereunder are

higher than the payments made by County, then the difference shall be paid to Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

(3) Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County. Request for authorization shall be made in writing to Director, and shall include the travel dates, locations, purpose/agenda, participants and costs.

(4) Interest may be charged on amounts owed to ADPA as a result of cost report settlements and audit liabilities.

C. Federal Drug/Medi-Cal Requirements: If any Federal Drug/Medi-Cal services are performed herein, such services shall be reimbursed under Federal government criteria on the basis of costs or charges or statewide rates, whichever is lower and only for the period of time Contractor is certified as a Medi-Cal provider. Such cost shall be determined by a fiscal year audit conducted by Federal and/or State of California audit personnel for each fiscal year or portion thereof that this Agreement is in effect. Such audit shall be conducted in accordance with Division 10.5 of the Health and Safety Code; Title 9, Chapter 4 of

the CCR; the financial and compliance requirements of the United States General Accounting Office's document entitled "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions"; requirements as set forth in this Agreement; and applicable generally accepted auditing standards. In addition, County reserves the right to conduct a fiscal year audit as set forth in RECORDS AND AUDITS Paragraph of this Agreement.

D. Contractors that receive a combination of Medi-Cal funding and other federal or State funding for the same service element and location shall be reimbursed for actual costs as limited by Medi-Cal reimbursement requirements, except that reimbursement for non Medi-Cal services shall not be limited by Medi-Cal rate requirements or customary charges to privately paying clients.

13. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's specific written approval, County may use such monies to fund the provision of additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy Director,

Public Health. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) percent per fiscal year based on County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Office ("CEO"). If the increase or decrease exceeds twenty-five percent (25%), approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than

a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may either move such funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor, or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's "CEO". Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be

effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

14. RECORDS AND AUDITS:

A. Documentation: Contractor shall document the delivery of all specific services identified in the Agreement. Such documentation shall include daily and monthly reports of individual staff activities (for treatment staff only, this requirement does not apply to prevention staff), records of specific service activities, and other records as specified by ADPA, this paragraph, and paragraph 15. Contractor shall retain such documentation in Los Angeles County and shall make the same available to County and its representatives at a location in Los Angeles County within ten (10) calendar days of prior written notice by County's ADPA during normal County business hours for purposes of inspection or audit.

B. Participant Records: Contractor shall maintain adequate participant records in accordance with State laws and regulations and with the procedures specified in the Los Angeles County Alcohol and Drug Program Administration - Description of Service Activities - July 1, 1993 and the Department of Public Health Substance Abuse Program Contract Financial Handbook. Contractor shall maintain adequate service records (e.g., recovery, treatment) on each

participant which shall include, but shall not be limited to, a recovery/treatment plan, a completed health status questionnaire, diagnostic studies, a record of participant interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records shall be retained for a minimum of five (5) years following the expiration or termination of this Agreement, or until Federal, State, and/or County audit findings applicable to such services are resolved, whichever is later, and shall be retained by Contractor at a location in Los Angeles County, or with prior written authorization by ADPA in any other Southern California location, and shall be made available at reasonable times to authorized representatives of Federal, State and County governments during the term of this Agreement and during the period of record retention for the purpose of program review and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the Exhibits(s) attached hereto. This provision does not apply to prevention contracts.

C. Financial Records: Contractor shall prepare, implement, and maintain a written cost allocation plan

according to the provisions of SDADP's Audit Assistance Guide dated November 1, 1990, and any amendment(s) thereto. Contractor shall prepare and maintain complete financial records in accordance with generally accepted accounting principles, and the Department of Public Health Substance Abuse Program Contract Financial Handbook provided by County to Contractor. Contractor hereby acknowledges receipt from County of the Department of Public Health Substance Abuse Program Contract Financial Handbook. Such records shall clearly reflect the actual cost for each mode of service provided by Contractor, for which payment is claimed, and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants and other revenue received, including any Federal Drug/Medi-Cal or State General Fund revenues, and all costs incurred by mode of service (e.g., alcohol and other drug prevention services, residential community recovery program, inpatient medical detoxification, outpatient drug free counseling, outpatient medical detoxification), for alcohol and drug services performed herein, including but not limited to, a cash receipts journal indicating all revenue, its source and intent (e.g., participant fees, contributions, restricted grants, unrestricted grants),

and a listing of County remittances received.

Contractor agrees that any unidentified cash receipts shall be applied as a reduction of reimbursable Agreement costs.

(2) Reports, studies, statistical surveys or other information used to determine and allocate indirect costs among Contractor's various modes of service under this Agreement. For purposes of this subparagraph, indirect costs shall mean those costs intended by the Department of Public Health Substance Abuse Program Contract Financial Handbook to be identified as indirect costs.

(3) ADPA-requested alcohol and drug service statistics, Los Angeles County Participant Report System ("LACPRS") statistics, CalOMS data, State General Fund statistics, and total facility statistics (e.g., staff hours, resident days, visits) which can be applied to each mode of service provided by Contractor herein.

(4) Personnel records which account for the percentage of time worked on each mode of service and total work time of each of Contractor's personnel (identified as indirect costs in the ADPA approved Contractor budget) in providing alcohol and drug services claimed under this Agreement. Such records

shall be corroborated by payroll timekeeping records, and timecards signed by the employee and approved by the supervisor, which verifies percentage time distribution by mode of service and accounts for the total time worked by each of Contractor's personnel on a daily basis. This requirement shall apply to all of Contractor's personnel, including the person functioning as executive director (or his/her equivalent) of the Contractor's alcohol and drug program, if such executive director provides any services claimed under this Agreement.

(5) Additional Participant Records: For all participants that are registered, served, or treated, hereunder for direct services, Contractor shall maintain financial records which clearly document the following:

a. Contractor's determination of participant's eligibility for Medi-Cal, (medical) insurance, and other third party coverage, in accordance with PARTICIPANT ELIGIBILITY Paragraph of this Agreement, hereinabove.

b. Contractor has made reasonable efforts to collect charges from the participant, his/her family, his/her insurance company, or the responsible person or party.

c. The type and amount of charges incurred by each participant registered/served hereunder for direct recovery services, as documented by ledger cards or other approved record system and the amount of charges collected. (Any apportionment of costs shall be made in accordance with generally accepted accounting principles and the Department of Public Health Substance Abuse Program Contract Financial Handbook.)

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advises, vendor invoices, appointment logs, participant ledgers).

D. Preservation of Records: If following termination of this Agreement Contractor's (parent) facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director of SDADP and the Director shall be notified thereof by Contractor in writing and arrangements shall be made by Contractor, when requested by Director, to transfer to County all service, financial, participant, personnel, and any other related records and reports, referred to hereinabove and any service records in any of the Exhibit(s) incorporated herein for preservation.

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect, unless such requirement is waived in writing by County. An initial audit shall be conducted following the end of County's current fiscal year and at scheduled intervals thereafter as agreed to by the parties hereto, but not less frequently than every two (2) years.

The audit shall satisfy the requirement of the Office of Budget and Management Circular Number A-133. Such audit shall be performed by an independent auditor in accordance with recognized auditing standards (e.g., United States General Accounting Office Publication, Standards for Audit of Governmental Organizations, Programs, Activities and Functions), and any other applicable Federal, State or County statutes, policies or guidelines. Contractor shall file such audit report(s) with the County's Department of Public Health - Financial Services Division within the earlier of thirty (30) calendar days of Contractor's receipt of the report(s) or nine months after the end of the audit period. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate, or suspend this Agreement.

The independent auditor's work papers shall be retained at least five (5) years following the completion of the audit, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by Federal, State or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code (U.S.C.) Section 1395x (v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor that are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such

similar availability and access to the subcontract, books, documents, and records of the subcontractor.

G. County To Be Provided Audit Reports: In the event that an audit is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file such audit reports(s) with the Director and County's Department of Public Health - Financial Services Division, within thirty (30) calendar days of receipt, unless otherwise provided under this Agreement, or under applicable Federal or State regulations. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate or suspend this Agreement.

H. Cooperation During Audits and Investigations: Contractor shall cooperate fully with authorized Federal, State, and County representatives in conducting on-site audits or investigations during regular business hours, whether such audit or investigation is announced beforehand or unannounced. Contractor shall comply fully with lawful requests made by such representatives in the performance of their duties during an audit or investigation. Contractor shall make available in a timely manner, all documentation and/or records requested by such representatives.

In the event Contractor refuses entry to any authorized Federal, State, or County representative for the purposes of conducting an audit or investigation, or fails to cooperate fully, or fails to provide requested documentation, County may withhold any and all future payments due Contractor until Contractor complies with the request(s).

If an audit requires Contractor to submit a Corrective Action Plan ("CAP") to correct program deficiencies, County may withhold any and all future payments due Contractor until Contractor meets the requirements of the CAP to County's satisfaction.

In the event County withholds payment, Contractor shall continue to bear complete and sole responsibility for providing services hereunder and comply with all provisions of this Agreement. If Contractor fails to do so, the same shall constitute a material breach of contract upon which Director may suspend or County may terminate this Agreement.

15. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of Contractor's employees' Federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return,

Federal Form 941, and or State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees income tax withholding whether such payments are made on a monthly or quarterly basis.

County shall not retain such reports but shall return them to Contractor. Required submission of above quarterly and monthly reports by Contractor may be waived by the Director based on agency performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph shall not apply to governmental agencies.

B. Contractor shall submit directly to the SDADP monthly the following reports:

For treatment providers: By the tenth (10th) of each month following the month for which the data is collected, the Drug and Alcohol Treatment Access Report ("DATAR") and the Provider Waiting List Record ("WLR"). Each month, Contractor shall collect and record data using the WLR as required by the SDADP. Beneficiary data collected in the WLR shall be incorporated as aggregate data in the DATAR.

Failure by Contractor to submit the required monthly report to the SDADP shall result in all monthly payments being withheld for late submission of reports.

C. Contractor shall submit to the ADPA monthly the following reports:

For treatment providers: By no later than the last day of the reporting month for which the data are collected, Contractor shall complete and enter into ADPA's online system, the Los Angeles County Participant Reporting System admission questions or discharge questions, as applicable, for each participant admitted to or departing from Contractor's services under this Agreement.

For prevention providers: By the first Friday of the month following the month for which the data is collected, the California Outcome Measurement Services for Prevention ("CalOMS Pv"). Data should be entered in to the on-line CalOMS Pv system daily, weekly at a minimum.

Failure by Contractor to submit the required reports to ADPA shall result in all monthly payments being withheld for late submission of reports.

D. Contractor shall make other reports as required by the Director or by SDADP, concerning Contractor's activities as they relate to this Agreement. In no event, however, may County require such reports unless it has provided

Contractor with at least thirty (30) calendar days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

16. ANNUAL COST REPORT:

A. For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's Department of Public Health, ADPA Financial Services Division ("FSD"), one (1) original and one (1) copy of an annual cost report, and if applicable, one (1) original and one (1) copy of the Drug/Medi-Cal Performance Report, for each mode of service and service delivery site (by provider number), within forty-five (45) calendar days following the close of such fiscal year. In addition to the requirements set forth under this Agreement, Contractor shall comply with any additional cost report requirements, such as the separate reporting for treatment providers of individual and group counseling expenditures and revenues and report applicable units of services as required by the State. Such cost report shall be prepared in accordance with generally accepted accounting principles, using cost report forms and instructions provided by County.

B. If this Agreement is terminated or canceled prior to June 30th, the annual cost report, and if applicable,

Drug/Medi-Cal Performance Report, shall be for that Agreement period which ends on the termination or cancellation date and two (2) copies of such report shall be submitted within forty-five (45) calendar days after such termination or cancellation date to County's Department of Public Health FSD.

17. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and participant records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

18. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between

County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

19. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and

directives for the operation of its facility(ies) and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and directives which are applicable to their performance hereunder. Contractor shall ensure that such licensees permits, registrations, accreditations, and certifications are current and in effect during the term of this Agreement. Contractor shall send a copy of each license, permit, registration, accreditation, and certificate to the ADPA within ten (10) calendar days following the execution of this Agreement and upon renewal or extension.

20. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31 U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

21. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

22. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

23. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures,

equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact ADPA's Contracts Division for instructions for disposition of any such property which is worn out or unusable. .

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

24. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances,

and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

Contractor shall have a thorough knowledge of community representatives, organizations, and general population of the area where services are being provided. Contractor shall maintain a written policy that describes community outreach activities targeted to minimize any negative community reaction towards the presence of a treatment program in the community. (This provision does not apply to prevention Contractors.)

25. TOBACCO-FREE ENVIRONMENT AND TOBACCO AWARENESS:

Contractor shall provide a tobacco-free environment and develop tobacco awareness at the locations (i.e., facilities) where services are provided under provisions of this Agreement, by taking the following actions:

- A. Prohibiting smoking in all areas within the facilities.
- B. Prohibiting smoking within 20 feet of doors and windows at all program facilities.
- C. Integrating information regarding nicotine, smoking cessation, and the trigger effect of secondhand smoke into treatment and recovery program curricula.
- D. Establishing appropriate smoking cessation services, or providing referral to appropriate smoking cessation

services, for participants served under this Agreement. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under the Agreement, or termination of the Agreement, or both.

26. DRUG FREE WORK PLACE: Contractor certifies that it will comply with the requirements of Government Code Section 8350 et seq. (Drug-Free Workplace Act of 1990) and will provide a drug-free workplace, in the provision of services herein, by taking the following actions:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's (including Contractor's organization) workplace, including a statement specifying the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).

B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the agreement:

(1) Be given a copy of the County's drug-free policy statement; and

(2) As a condition of employment on the agreement, agree to abide by the terms of the published statement.

D. Contractor's failure to comply with the above-listed requirements may result in County's withholding of payments to Contractor under the Agreement, or termination of the Agreement, or both, and Contractor may be ineligible for future County agreements if the County determines that any of the following has occurred:

(1) Contractor has made a false certification; or

(2) Contractor has violated the certification by failing to carry out the requirements as noted above.

27. HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS") EDUCATION AND TRAINING: Contractor providing treatment services hereunder shall:

A. Ensure that agency's board of Directors reviews and adopts an HIV/AIDS policy (either the ADPA policy or an agency policy which incorporates all elements of the ADPA policy).

B. Develop policies and procedures, which are adopted by the Board of Directors that addresses priority admissions, confidentiality, charting, and all other issues necessary to ensure the protection of the rights of all HIV positive clients.

C. Designate an HIV/AIDS resource person who shall be the agency's liaison to ADPA. Develop, implement, and documents this person's responsibilities.

D. The HIV/AIDS resource person shall distribute HIV/AIDS policies and procedures to each staff member. A signed commitment and acknowledgement form shall be maintained in the employee's personnel file. Institute regular re-evaluation of the policy and recommended changes or addendum when warranted by changes in HIV care or epidemiology, and/or in federal or State law.

E. All new staff members should receive at minimum, basic HIV/AIDS education, HIV prevention information and resources for prevention, testing, treatment, and supportive services within thirty days of starting employment. In addition, all direct service staff must attend a minimum of

eight (8) hours of training each year. Training received through SDADP-approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. All management, clerical, and support staff must attend a minimum of four (4) hours of training each year. A commitment to ongoing training related to HIV will be signed and maintained in the employee's personnel file.

F. The HIV/AIDS resource person shall develop an overall HIV/AIDS educational plan which includes, but not limited to, HIV prevention, HIV transmission, basic HIV information, risk-reduction, and local resources. This plan must include a curriculum for staff and clients, as well as, a system to document staff and client participation. An Acknowledgement of HIV/AIDS Risk Reduction Information Form shall be maintained in the client's file. The curriculum shall include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia, gonorrhea, and syphilis).

G. Maintain program facility(ies) and services in a manner which will reduce the risk of HIV virus transmission.

Provide staff and clients with current, up-to-date brochures and other educational material which are reflective of the population served by the agency, in

culturally appropriate format and languages. Printed materials must provide information on risk-reduction and testing; in addition to whatever information is deemed appropriate for the population(s) served at the agency. Materials must be replenished, be visible and easily available to clients.

H. Make available to all participants and employees the location of HIV/AIDS counseling and confidential testing sites and treatment centers within the County of Los Angeles.

I. Develop resource information and linkages to support the special medical, social, psychological, case management, etc., needs of HIV positive clients, make referrals when appropriate, while clients are in the program and for discharge planning.

J. Attend monthly meetings and trainings relative to HIV and substance abuse (e.g. HIV Drug and Alcohol Task Force, etc.). Ensure staff and clients are aware of such training and educational opportunities.

K. Not deny services to any persons solely because they are perceived to be at high risk for HIV infection (e.g., injection drug users, gay and bi-sexual men/women, sex workers), or have been diagnosed with HIV/AIDS.

L. Consider priority admission for all applicants who identify as HIV/AIDS infected.

M. Comply with all applicable Federal and State laws relating to confidentiality of the HIV/AIDS status of the participant.

28. PUBLIC ANNOUNCEMENTS, LITERATURE, AND OUTREACH:

Contractor shall publicize availability of its services hereunder through telephone directories, community resource directories, and program information brochures or flyers. Publicity/outreach may also be conducted through information and referral service agencies, posters, newspaper announcements and stories, radio, and television. Publicity/outreach messages shall identify the program as an alcohol and drug services program, describe service activities, and provide a telephone number for service.

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, which may be an allowable charge, shall have prior review and written approval from the Director prior to their publication, printing, duplication and implementation for this Agreement. In addition, all materials issued regularly, such as newsletters, shall be reviewed and approved annually by Director. All such materials, public announcements, literature, audiovisuals, and printed materials distributed by Contractor for the purpose of apprising recipients

of services and the general public of the nature of its services hereunder, shall be approved by the Director, and Contractor shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health, ADPA.

To eliminate or reduce language barriers to services, Contractors serving a substantial number of non-English speaking people shall provide information and interpreter services to non-English speaking individuals by employing qualified bilingual persons. These services shall include the availability of non-English language written materials and the use of qualified bilingual persons in public contact positions or the use of interpreters to ensure the provision of services and information.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to,

all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

29. MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND DRUGS: Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under this Agreement, including but not limited to, those produced in audio, print, or video, and which pertain to messages provided by Contractor's program to participants and the general public, shall all be produced in accordance with the requirements of Health and Safety Code Sections 11999, 11999.1, 11999.2 and

11999.3, and shall specifically contain a clear statement that promotes no unlawful use of alcohol or drugs and that the unlawful use of alcohol and drugs is both illegal and dangerous.

Contractor shall provide ADPA with any audio, printed, video, or other materials planned for general public dissemination, for review upon ADPA's request.

30. PROPRIETARY RIGHTS: County shall have proprietary rights to any and all materials produced, distributed, or compiled under this Agreement. Such materials are the property of County and shall not be circulated outside Los Angeles County in whole or in part, nor released to the public, without the specific authorization by Director.

County reserves the right to use, reproduce, distribute, and sell any and all materials produced, delivered, or compiled pursuant to this Agreement, and reserves the right to authorize others to use and reproduce such materials.

31. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor and its subcontractor(s) recognize that health care facilities (e.g., residential health care facilities) maintained by County, and the participants that they serve, provide care that is essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other

provision of this Agreement, full performance by Contractor and its subcontractor(s) during any riot, insurrection, civil unrest, natural disaster, or similar event, is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

32. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, such party shall, within three (3) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

33. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

34. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM/GENERAL RELIEF OPPORTUNITY FOR WORK PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give

consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program, who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor. If contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services GAIN/GROW staff at GAINGROW@dpss.lacountv.gov.

35. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

37. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Public Health ("DPH") shall make the determination to resolicit bids or request proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

38. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether

insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing)

after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

39. TERMINATION FOR IMPROPER CONSIDERATIONS: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement if it is found that considerations, in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the Los Angeles County Fraud Hotline at (800) 544-6861.

Among other items, such improper considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

40. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination.

Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) working days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

41. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent(s) will evaluate Contractor's performance (including the performance of any party providing services on behalf of

Contractor) under this Agreement as may be required from time to time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies or actions which County determines are severe or continuing and that may place the performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures to be taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

42. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in

compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

43. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:
Failure of Contractor to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph immediately above, shall constitute a default by Contractor and may be cause for debarment under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may terminate this Agreement pursuant to the Termination for default Paragraph of this Additional Provisions, attachment to the Agreement and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

44. RETURN OF COUNTY MATERIALS: At the expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon COUNTY'S request.

45. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractors behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the Courts of the State of California located in Los Angeles County, California.

46. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

47. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

48. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally-funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally-funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

49. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County,

(2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided

an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the

Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors.

50. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds

upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

51. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

52. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

53. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of prevention and/or treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical

information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE

OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS),
FOR ITS FAILURE TO COMPLY WITH HIPAA.

54. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an

aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the

Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to ADPA.

D. Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

55. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against

County for payment of any money or reimbursement, of any kind whatsoever, for any service ordered by County and/or provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

56. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

57. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of

business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's DCFS will supply the Contractor with the poster to be used.

58. REPORTING OF CHILD ABUSE OR NEGLECT: If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). Section 11166 of the Penal Code requires a mandated reporter who, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected abuse immediately or as soon as practically possible and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The report may include any non-privileged documentary evidence the mandated reporter possesses related to the incident. Reports of suspected child abuse or neglect shall be made by mandated reporters to the local law enforcement agency, county probation or county welfare departments. Child abuse reports may be made directly to the Los Angeles County DCFS through their 24-hour hotline at (800)540-4000. If you are a Mandated Reporter, complete your written report online at mandreptla.org. Contractor staff's failure to

report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by confinement in county jail for a term not to exceed six months or by a fine of not more than one thousand dollars (\$1,000) or by both. (Penal Code Section 11166.01).

59. REPORTING OF ELDER AND DEPENDENT ADULT ABUSE: If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). In such case, Contractor further understands that in suspected instances of elder or dependent adult abuse, such staff have certain immediate and follow-up reporting responsibilities as described in Welfare and Institutions Code Section 15630. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000, or both.

60. TERMINATION FOR NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County's costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in

writing of such non-appropriation of funds at the earliest possible date.

61. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts.

By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractor or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a

material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

62. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The Nonprofit Integrity Act of 2004 (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the attached "Charitable Contributions Certification" form (Attachment I), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

63. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS: Title 42 of the Code of Federal Regulations, Part 54, shall apply to organizations which meet the definition of a religious organization. This provision applies to Federal funds provided for direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant. Religious organizations shall be eligible, on the same basis as any other organization, to

participate in applicable programs, as long as their services are provided consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. Further, said provision prohibits state or local governments receiving Federal substance abuse funds from discriminating against an organization that is, or applies to be, a program participant on the basis of the organization's religious character or affiliation. This provision also prohibits the use of funds for support of any inherently religious activities, such as worship, religious instruction, or proselytization and provides program beneficiaries with right to services from an alternative provider if program beneficiary objects to the religious character of a program participant. Contractor shall have a system in place to ensure that referral to an alternative provider or service reasonably meets the requirements of timeliness, capacity, accessibility, and equivalency. Referrals shall be made in a manner consistent with all applicable confidentiality laws, including, but not limited to 42 CFR Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), and notices of such referrals shall be made to County in writing.

AP.revised:12.7.09.er

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts ACT# number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code Sections 12585-12586.	()	()
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Signature

Date

Name and Title (please type or print)

Effective 09/06/05

BEHAVIORAL HEALTH SERVICES, INC.

EXHIBIT A

COMMUNITY ASSESSMENT AND SERVICE CENTER PROGRAM SERVICES
(Screening, Brief Intervention, Referral and Treatment (SBIRT))

1. DEFINITION: Community assessment and service center program (hereafter "CASC") services are those services which include: utilization of a standardized and computerized/automated Alcohol, Smoking, and Substance Involvement Screening Test (ASSIST) tool, and the addiction severity index (ASI); collaborative and cooperative linkages with public and private social and health service providers; intake, assessment, and referrals to substance abuse and mental health residential or non-residential treatment services or other ancillary services, such as domestic violence and Human Immunodeficiency Virus (HIV) resources, 12-Step and other self-help support groups; development and maintenance of participant-related ancillary resources directory; outreach to and networking with service providers and County residents; and maintaining collaborative and cooperative linkages with other resources to support increased access to a comprehensive range of specific services needed by each program participant.

2. PERSONS TO BE SERVED: CASC services shall be furnished to those persons (i.e., participants) residing in Los Angeles County who have been determined through a screening process to be at risk for tobacco, drug and/or alcohol related problems and who were deemed eligible and agree to participate in the program.

3. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor's facility(ies) where CASC services are to be provided and the days and hours of operation, or when services are to be provided herein, are as follows:

Facility 1 is located at 15519 South Crenshaw Boulevard, Gardena, California 90249. Contractor's facility telephone number is (310) 973-2272 and facsimile/FAX number is (310) 973-7819. Contractor's facility days and hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding the following County-recognized holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas.

Facility 2 is located at 3421 East Olympic Boulevard, Los Angeles, California 90023. Contractor's facility telephone number is (323) 262-1786 and facsimile/FAX number is

(323) 262-2659. Contractor's facility days and hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding the following County-recognized holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas.

Facility 3 is located at 1318 North Avalon Boulevard, Suite A, Wilmington, California 90744. Contractor's facility telephone number is (310) 549-2710 and facsimile/FAX number is (310) 549-2715. Contractor's facility days and hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding the following County-recognized holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas.

Facility 4 is located at 2180 West Valley Boulevard, Pomona, California 91768. Contractor's facility telephone number is (909) 865-2336 and facsimile/FAX number is (909) 865-1831. Contractor's facility days and hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m.,

excluding the following County-recognized holidays:

New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas.

Facility 5 is located at 6838 Sunset Boulevard, Hollywood, California 90028. Contractor's facility telephone number is (323) 461-3161 and facsimile/FAX number is (323) 461-5683. Contractor's facility days and hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding the following County-recognized holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas.

Facility 6 is located at 404 Edgewood Street, Inglewood, California 90302-3415. Contractor's facility telephone number is (310) 673-5750 and facsimile/FAX number is (310) 673-1236. Contractor's facility days and hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding the following County-recognized holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day,

Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas.

SBIRT Services will also be provided off site at a local jail. Facility 7 is located at 450 Bauchet Street, Los Angeles, California 90012. A jail site facility telephone number is (213) 893-5028 and facsimile/FAX number is (323) 415-7208. Jail site facility days and hours of operation are Sunday through Saturday, 6:30 a.m. to 6:30 p.m. (Counseling).

Contractor shall obtain prior written approval from Director, or his designee, at least thirty (30) calendar days before terminating services at such location and/or before commencing such services at any other location. If the days and hours of operation, telephone number, or facsimile/FAX number, of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform Director, or his designee, at least ten (10) calendar days prior to the effective date(s) thereof.

Contractor agrees to provide a walk-in participant reception area and facility that complies with Section 504 of the Federal Rehabilitation Act of 1973 and the Federal Americans with Disabilities Act of 1990.

4. MAXIMUM ALLOCATION:

A. During the period of September 30, 2009 through September 29, 2010, that portion of the maximum obligation of County which is allocated under this Exhibit for CASC services is Five Hundred Thousand Dollars (\$500,000).

Other financial information for this Exhibit is contained in the Schedule(s) A, attached hereto and incorporated herein by reference.

B. If ADPA's Director extends this Agreement beyond the expiration date of September 29, 2010, for an additional period of twelve months from September 30, 2010 through September 29, 2011, subject to the availability of funds, the maximum obligation of County which is allocated under this Exhibit for alcohol and drug free living centers is Five Hundred Thousand Dollars (\$500,000). All financial terms during the Fiscal Year 2009-10 shall apply to the additional twelve (12) months.

5. REIMBURSEMENT: County agrees to compensate Contractor for services provided to participants under this Agreement at the hourly rate (provisional service rate per staff hour) as set forth in the Schedule(s) referred to above, and attached hereto for each staff hour provided hereunder. Contractor agrees that

only services (i.e., staff hours) performed by designated staff position titles shall be reimbursable under this Agreement.

For the purpose of this Agreement, the definition of "staff hour" is an hour worked by designated Contractor staff. A listing of such designated staff position titles shall be provided to the ADPA ten (10) calendar days prior to the effective date of this Agreement, and shall be listed in the Schedule(s) referred to above, and attached hereto. Contractor shall maintain daily time records of those staff persons performing under such designated staff position titles, and providing services herein, which shall be signed by the employee and by his/her supervisor confirming the accuracy of the number of staff hours being claimed for reimbursement. In no event shall County's compensation to Contractor exceed the maximum allocation stated herein.

ADPA's Director may adjust the Contractor's reimbursement rate by up to fifteen percent (15%) of the existing rate set forth in the Schedule page of this Agreement, once per fiscal year, upon Contractor's submission of a revised budget that demonstrates the need for such rate adjustment. Contractor's cost report for the applicable fiscal year shall further justify the need for such rate adjustment. ADPA's Director shall review

revised budget and cost report, and determine whether a rate adjustment is necessary. In the event ADPA's Director, in his/her sole discretion, determines a rate adjustment is necessary, prior written notice of such reimbursement rate changes shall be provided to Contractor, DPH's Contracts and Grants Division, and to County's Chief Executive Officer. Any such changes in the reimbursement rates shall be effected by an administrative amendment to this Agreement by ADPA's Director.

6. STATEMENT OF WORK FORM AND EVALUATION OF SERVICES:

Contractor agrees to provide services to County and County participants as described and as summarized in Contractor's "Statement of Work" form, attached hereto and incorporated herein by reference. Contractor shall be responsible for submitting the Statement of Work form in writing for Director's, or his designee's, review and approval before the commencement of any services hereunder.

Contractor shall have a statement on the overall program goals and objectives that will be achieved by Contractor in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual participants, Contractor shall also have an additional goals and objectives statement that describes the

specific effects on a participant's behavior and health status that Contractor's services are expected to produce in a stated percentage of the participant population to be served.) Each goal and objective shall include a timetable and a completion date, which shall not exceed the term of this Agreement. Program goals and objectives shall be submitted by Contractor within thirty (30) calendar days following the execution of this Agreement for approval by Director, or his designee.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new program activities, to evaluate the effectiveness of the service (i.e., program) provided by the Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are directed towards individual participants) to improve services received under this Agreement.

As a result of Federal, State, and local emphasis on better documentation and assessment of program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and

participants; completing questionnaires; observation of staff in-service training and staff delivery of services to participants; abstraction of information from participant records; an expansion of the Los Angeles County Participant Reporting System for both admission and discharge information reported on participants; the reporting of services received by selected participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under applicable Federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

Contractor will participate in the Los Angeles County Evaluation System and other federal grant evaluations, as requested by the County. Contractor participation will include, but not be limited to, training, data collection and reporting, and the administration of standardized evaluation and outcome reporting instruments. Contractor will be reimbursed at its

prevailing rate for staff participation in program activities. Failure of Contractor to participate in this program as described in this Paragraph shall constitute a material breach of contract and this Agreement may be terminated by County.

Contractor agrees to implement written procedures to protect the confidentiality of client/participant records in accordance with applicable County, State, and federal laws, such as, Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records, and Welfare and Institution Code Sections 5328 through 5330.

7. ADDITIONAL REPORTS: Subject to the reporting requirements of the ADDITIONAL PROVISIONS of this Agreement, incorporated herein, Contractor shall submit reports deemed appropriate by the County of Los Angeles, Department of Public Health, ADPA, the State and Federal funding agencies, or any of the following additional reports:

Government Performance and Results Act (GPRA) and quarterly program reports.

8. STAFFING: During the term of this Agreement and for a period of four (4) years thereafter, Contractor shall have available and shall provide at any time upon request to

authorized representatives of Federal, State, or County governments, a list of persons by name, title, professional degree, and experience who are providing services hereunder.

Contractor shall maintain the following desirable minimum staff qualifications that apply to employees directly involved in the administration, supervision, or provision of service, under this Agreement:

A. One (1) full-time CASC Director with the following responsibilities and desirable qualifications:

(1) Responsible for overall operation of CASC and supervision of CASC staff;

(2) Graduate degree in social work, psychology, or other treatment-related field with a minimum of five (5) years experience in counseling and/or human services supervision; or

(3) Bachelors degree in social welfare, psychology, or other treatment-related field with a minimum of seven (7) years experience in counseling and/or human services supervision.

B. One (1) full-time Management Information/Assessment Specialist with the following responsibilities and qualifications:

(1) Responsible for training CASC staff and treatment provider staff on the automated assessment and referral system, solving any problems with the management information system, and administering the automated screening and assessments;

(2) Computer literacy; and

(3) Bachelors degree in social welfare, psychology, or other treatment-related field with at least two (2) years of job-related experience; or

(4) Certificate in Alcohol and Drug Abuse Counseling with a minimum of three (3) years job-related experience; or

(5) Minimum one (1) year education at an accredited institute of higher learning with at least (5) years experience in a job-related field.

C. One (1) full-time CASC Assessment Specialist/ Certified Chemical Dependency Counselor with the following responsibilities and qualifications:

(1) Responsible for administering the automated screenings, completing GPRA, linking participants to ancillary services through the use of program

directories, and referring participants to treatment services when required;

(2) Bachelors degree in social welfare, psychology, or other treatment-related field with at least two (2) years job-related experience; or

(3) Certificate in Alcohol and Drug Abuse Counseling with a minimum of three (3) years job-related experience; or

(4) Minimum one (1) year education at an accredited institute of higher learning with at least five (5) years experience in a job-related field.

D. One (1) full-time CASC HIV Resource Specialist with the following responsibilities and qualifications:

(1) Responsible for coordinating services for HIV positive substance misuser, injection drug user, or high risk substance misuser seeking services at the CASC;

(2) Responsible for conducting limited case management and for referring HIV positive substance misuser, injection drug user, or high risk substance misuser to County-funded HIV/Acquired Immunodeficiency

Syndrome (AIDS) substance abuse services and ancillary services, and narcotic treatment program services;

(3) Bachelors degree in social welfare, psychology, or other treatment related field with at least two (2) years job-related experience; or

(4) Certificate in Alcohol and Drug Abuse Counseling with a minimum of three (3) years job-related experience; or

(5) Minimum one (1) year education at an accredited institute of higher learning with at least five (5) years experience in a job-related field.

E. One (1) full-time CASC Assistant with the following responsibilities and qualifications:

(1) Responsible for transporting participants to the CASC using the agency van and for other duties as needed;

(2) Valid license from the Department of Motor Vehicles and other required certification to operate a passenger van; and

(3) Certificate in Alcohol and Drug Abuse Counseling with no minimum experience required; and

F. One (1) full-time clerical staff who is responsible for typing, filing, scheduling meetings, and any other support duties necessary for the operation of the CASC.

G. One (1) full-time peer advocate/counselor who is responsible for assisting CASC consumers/participants with issues related to their assessment and referral to the substance abuse or mental health treatment providers.

H. May include one (1) full-time security guard who is responsible for ensuring the safety of all CASC staff and participants.

9. PRODUCTIVITY BASELINE TO ESTABLISH PROJECTED MINIMUM UNITS OF SERVICE FOR AGREEMENT TERM:

A. The total number of full-time equivalent (FTE) positions budgeted to the program hereunder is 3.46 FTEs.

B. The total number of FTE positions budgeted to perform staff hours during the Agreement is 3.46 FTEs.

C. Contractor shall provide a minimum of 1,601 actual staff hours for each budgeted FTE position(s) during the Agreement term.

D. Contractor shall provide a minimum of 5,555 STAFF HOURS DURING THE Agreement term (Item B x Item C).

E. The projected minimum number of clients served during the Agreement term is 2,000.

10. SPECIFIC SERVICES TO BE PROVIDED: In addition to those services as described above, and under the "Statement of Work" form (Overall Goal), attached hereto and incorporated herein by reference below, Contractor shall provide a number of specific services which shall be provided in accordance with procedures formulated and adopted by Contractor's staff and approved by Director. The specific services to be provided by Contractor hereunder are as follows:

A. Provide screening, assessment, referral, and follow-up services, which include, but are not limited to, the following:

(1) Conduct initial screening for prospective enrollees to determine if enrollee needs a substance abuse, mental health assessment, or other ancillary services, using the ASSIST automated screening tool;

(2) Screen HIV positive or other participants with an infectious disease and refer them to appropriate health and ancillary services;

(3)* Work with high risk outreach teams, needle exchange programs, and mobile HIV testing and

counseling units to link prospective participants to treatment and other ancillary services;

(4) Assess participants by utilizing a standard, approved automated assessment instrument, such as the Addiction Severity Index, for conducting a comprehensive substance abuse assessment;

(5) Document initial (first level) participant information and participant referrals on a County selected database.

B. Develop and maintain a resource directory that includes, but is not limited to, all County substance abuse providers, all County 12-Step and other self-help support groups, Info Line service agencies, HIV/AIDS providers linked to the automated Office of AIDS Policy and Programs Spins Directory.

C. Develop and maintain linkages with agencies that provide HIV/AIDS services within the CASC's geographical area of responsibility.

D. Refer participants to appropriate County-contracted or approved substance abuse providers within the CASC's designated SPA.

E. Provide ancillary services referrals, which include but are not limited to, vocational rehabilitation, public social services, housing, health, legal aid, and other appropriate resources.

F. Develop and implement outreach, consultation, and technical assistance services to all alcohol and drug programs located in the CASC's geographical area of responsibility.

G. Maintain collaborative and cooperative linkages with public, private, and other social, economic, health, legal, vocational, and local law enforcement service providers.

11. AUTOMATED BILLING SYSTEM: Contractor shall participate and cooperate in the automated Los Angeles County Participant Reporting System (LACPRS). Contractor shall also utilize the CalWORKs Billing System to report client data and billing information. Contractor shall submit DPSS Eligibility and CalWORKs Orientation and Outreach Activities forms on a monthly basis. For the purpose of reporting monthly data, Contractor will enter client information directly into the County's CalWORKs Billing System. Contractor shall provide a computer system, including but not limited to, hardware, software, cable

lines and connections, and modem. Contractor shall provide maintenance for the computer system, ensure that the system is up to date, in good operational order at all times, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County. County may withhold payment for monthly claims if the forms are missing, are incomplete, and/or do not support the monthly claims. County may also withhold payment for failure of Contractor to utilize the CalWORKs Billing System. County may recoup payments for claims that are rejected by DPSS.

CASC.rev.12.9.09

(COST/NR/PR)

BEHAVIORAL HEALTH SERVICES, INC.

SCHEDULE A (Page 1 of 1)

COMMUNITY ASSESSMENT AND SERVICE CENTER PROGRAM SERVICES

	Period of (09/30/09- 09/29/10)
1. Units of Service.....	5,555
2. Maximum Allocation.....	\$ 500,000
3. Projected Revenues.....	\$ 0
4. Projected Gross Program Allocation..... (Item 2 plus Item 3)	\$ 500,000
5. Provisional Service Rate Per Staff Hour..... (Item 2 divided by Item 1)	\$ 90.00
6. Maximum Monthly Amount/ Allocation..... (Item 2 divided by the number of months in the period)	\$ 41,666

Contractor's employee position(s) eligible to perform Staff Hours hereunder:

<u>Admission/Assessment Specialist II</u>	<u>Counselor II (Brief Treatment)</u>
<u>Admission/Assessment Specialist III</u>	_____
<u>Case Manager</u>	_____

CASC4.06DSF

*Any unspent funds may be rolled over from FY 2009-10 to FY 2010-11

BEHAVIORAL HEALTH SERVICES, INC.

STATEMENT OF WORK

COMMUNITY ASSESSMENT AND SERVICE CENTER PROGRAM SERVICES
(*Screening, Brief Intervention, Referral and Treatment (SBIRT)*)

OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor and the overall goal(s) and/or objective(s) that such services will achieve.

Services and Overall Goal:

See Attached Statement of Work and Client flow

_____.

A detailed description, including a timetable, of the services to be provided and the program goals and objectives to be achieved, as they relate to the Services and Overall Goal statement above shall be submitted by Contractor within thirty (30) calendar days following the execution of this Agreement for approval by Director.

Contract No. _____

ALCOHOL AND DRUG SERVICES AGREEMENT
(*SCREENING, BRIEF INTERVENTION, REFERRAL AND TREATMENT [SBIRT]*)

THIS AGREEMENT is made and entered into this _____ day
of _____, 2009,

by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	HOMELESS HEALTH CARE LOS ANGELES, INC. (hereafter "Contractor").

WHEREAS, this Agreement is contemplated and authorized by Division 10.5 of the Health and Safety Code commencing with Sections 11750 et seq., 11758.10 et seq., and 11758.20 et seq.; Title 9 of the California Code of Regulations ("CCR"), Division 4; Government Code Section 26227; and, to the extent this Agreement is funded by Federal Block Grant funds, also by Health and Safety Code Sections 11754 and 11775, and by Government Code Section 53703; and

WHEREAS, the terms "ADPA" and "SDADP", as used in this Agreement, refer to County's Alcohol and Drug Program Administration and the State Department of Alcohol and Drug Programs, respectively; and

WHEREAS, the term "Director", as used herein refers jointly to County's Director of the Department of Public Health or

his/her authorized designee, or as may otherwise be redefined in the County Code and;

WHEREAS, throughout this Agreement, the term "participant" shall be used interchangeably with the terms "client", "patient", and "resident" unless otherwise noted; and

WHEREAS, throughout this Agreement, the term "Exhibits" refers to Exhibit(s) A, and the term "Schedules" refers to Schedule(s) A, (and when applied, the term "Budgets" refers to Budget[s] A, inclusively, unless otherwise noted; and

WHEREAS, the term "fiscal year", as used in this Agreement, refers to County's fiscal year which commences July 1 and ends the following June 30.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on September 30, 2009 and shall continue in full force and effect to and including September 29, 2010.

The term of this Agreement may be extended by Director or his designee beyond the stated expiration date of September 29, 2010, subject to availability of funding, for a period of twelve (12) months, through September 29, 2011, upon the written mutual agreement of the parties. A written Amendment to Extend Agreement, signed by Director or his designee, shall be finalized on or before the expiration date of September 29, 2010. All provisions of the Agreement in effect on the date the extension

commences shall remain in effect for the duration of the extension.

If Director or his designee and Contractor fail to mutually agree to extend the Agreement as of the expiration date set forth in this Paragraph, then the Agreement shall expire on September 30, 2010.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar day advance written notice to the other. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

County may also suspend and/or terminate this Agreement immediately upon the occurrence of any of the following events: (1) Federal and/or State funds are not available for this Agreement or for any portion hereof; (2) to the extent funding for this Agreement is contingent on the review and recommendation for approval by the Local Lead Agency, such as ADPA, or any local agency designated by the ADPA to administer such review and recommendation, or by SDADP and such review or approval is not given; (3) to the extent that Contractor is approved to provide

narcotic treatment program services, and the approval granted Contractor by either Food and Drug Administration ("FDA"), Drug Enforcement Administration ("DEA"), SDADP, or all to serve as a narcotic treatment program service provider is withdrawn; (4) Contractor fails to initiate delivery of services within thirty (30) calendar days of the commencement date of this Agreement; and/or (5) Contractor fails to obtain and maintain in effect, without suspension or any restrictions, all licenses, permits and/or certifications, as required by all Federal, State, and local laws, ordinances, regulations, and directives, which are applicable to facility(ies) and services under this Agreement. Notice of such termination, as described above, shall be given to Contractor in writing.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County, which may include but not be limited to all applicable change in laws, regulations, and other compliance requirements, issued pursuant hereto shall constitute a material breach hereto, and this failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of any termination or suspension of this Agreement, Contractor shall:

A. Make immediate and appropriate plans to transfer or refer all participants served under this Agreement to other agencies for continuing service in accordance with the participant's needs. Such plans shall be approved by Director before any transfer or referral is completed except in those instances, as determined by Contractor, where an immediate participant transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral to the nearest provider of alcohol or drug services.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new participant admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's Department of Public Health ("DPH"), Financial Services Division, within forty-five (45) calendar days after such termination date, an annual cost report, as set forth in the ANNUAL COST REPORT Paragraph of the ADDITIONAL PROVISIONS, attached hereto.

E. In the event either Contractor or County elect to terminate the contractual agreement, or the agreement is otherwise terminated, all unpaid balances of settlements arising from audit reports, and/or cost settlements shall immediately become due and payable to County by Contractor. County shall first deduct any unpaid balance from any final settlement amounts which may be due the Contractor to enable County to fully recoup the entire unpaid balance, and to the extent these amounts are insufficient to enable County to fully recoup the entire balance, Contractor agrees to remit by cashier's check the remaining unpaid balance to County within ten (10) days of final settlement.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and in the following documents, which are attached hereto and incorporated herein by reference:

- (1) ADDITIONAL PROVISIONS - DEPARTMENT OF PUBLIC HEALTH - ALCOHOL AND DRUG PROGRAM ADMINISTRATION - ALCOHOL AND DRUG SERVICES AGREEMENT - July 1, 2009

(2) Exhibit A - Community Assessment and Service Center Program Services (Screening, Brief Intervention, Referral and Treatment)

(3) COUNTY OF LOS ANGELES YOUTH TREATMENT STANDARDS AND PRACTICES - JANUARY 2008

Contractor hereby acknowledges receipt of the above referenced documents numbers (1) through (3) attached hereto. In addition, Contractor further acknowledges receipt of any applicable Schedule(s), Budget(s), and/or Statement of Work forms (which further defines the rates and services to be provided by Contractor herein), as referenced and attached to the above listed Exhibit(s).

B. The quality of service(s) provided under this Agreement shall be at least equivalent to the same services which Contractor provides to all other participants it serves.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of alcohol and drug services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period September 30, 2009 through September 29, 2010, the maximum obligation of County for all services provided under this Agreement is Five Hundred Thousand Dollars (\$500,000). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in the Exhibit(s), attached hereto.

B. If the Director extends this Agreement beyond the expiration date of September 29, 2010, for a period of twelve (12) months, from September 30, 2010 through September 29, 2011, the maximum obligation of County for all services provided under this Agreement is Five Hundred Thousand Dollars (\$500,000), subject to availability of funds. This sum represents the total maximum obligation of County as shown in the Exhibit(s) A, attached hereto. All financial terms during the Fiscal Year 2009-10 shall apply to the extension period.

C. If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of Federal, State, or County governments conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is

less than payments made by County to Contractor, then Contractor agrees that the difference shall be either:

(1) repaid forthwith by Contractor to County by cash payment or (2) at Director's option, credited against any amounts due by County to Contractor whether under this Agreement or any other agreement, or contract, covered under ADPA control. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall the maximum obligation of County for this Agreement, as set forth in this Paragraph be exceeded.

5. COMPENSATION: County agrees to compensate Contractor for performing alcohol and drug services hereunder, as set forth in the PAYMENT Paragraph of the ADDITIONAL PROVISIONS, the REIMBURSEMENT Paragraph of the Exhibit(s), and in the Schedule(s) (any applicable Budget[s] thereto), all attached hereto and incorporated by reference.

6. Contractor Budget and Expenditures Reduction Flexibility:
In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of thirty (30) calendar days written notice to Contractor; or notwithstanding, the ALTERATION OF TERMS of this Agreement,

Director may consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

7. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding any other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County's costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

8. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County, and in the

performance of this Agreement and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance

coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor West
Los Angeles, California 90012

Contractor also shall promptly report to County any injury or property damage accident or incident, including

any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is

acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims

related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs):

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage: If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded

by the standard Insurance Services Office, Inc., (ISO), separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

10. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability: Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability: Insurance (providing scope

of coverage equivalent to ISO policy form CA 00 01) with limits of not less than One Million Dollars (\$1,000,000) on for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability:

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars \$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a Professional Employer Organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01:

a) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions:

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

11. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

12. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts must be approved in writing by Director or his/her authorized

designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor (who shall be licensed as appropriate for provisions of subcontracted services) and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the Exhibits(s) and Schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall

submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall also not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by Director be construed as affecting any increase in the amount contained in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement.

E. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all

subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by County.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, or any subcontractor, for liability, damages, cost, or expenses, arising from or related to County's exercising of such a right.

H. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are performed under the subcontract.

I. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including, but not limited to, consenting to any subcontracting.

13. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended. To the extent there is any conflict between Federal law and State or local laws, the former shall prevail.

In addition, in the performance of this Agreement, Contractor shall specifically comply with the requirements of Health and Safety Code Division 10.5, Parts 1 and 3, commencing with Section 11750 et seq.; Titles 9 and 22 of the CCR; SDADP Drug Program and Drug Program/Medi-Cal policies as identified in policy letters and the Department of Public Health Substance Abuse Program Contract Financial Handbook; written procedures as may be provided to Contractor by ADPA; as well as all other applicable Federal, State, and local laws, regulations, guidelines, and directives.

Further, narcotic treatment program services providers shall also specifically comply with all applicable provisions of Health and Safety Code Division 10, Chapter 5,

Article 2 (Treatment of Addicts for Addiction) [Section 11215 et seq.]; Title 9 CCR Chapter 4, Subchapter 4 (Narcotic Treatment Programs) [Section 10000, et seq.]; Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1972 (21 U.S.C. Section 1101 et seq.) and Federal regulations pertaining thereto; regulations of the FDA, and the DEA; as well as all other applicable Federal, State, and local laws, regulations, guidelines, and directives. To the extent there is any conflict between Federal and State or local law, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such

Federal, State, or local laws, ordinances, regulations, rules, guidelines, or directives.

14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. Part 76): Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By entering into this Agreement with County, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of the Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

15. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled

"ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

16. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

17. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement body and its ADDITIONAL PROVISIONS, and that of any of the Exhibit(s), Schedule(s), and any other documents incorporated herein by reference (e.g., Budget[s] and/or Statement of Work forms), the language in this Agreement and its ADDITIONAL PROVISIONS shall govern and prevail.

18. ALTERATION OF TERMS: This Agreement, together with the ADDITIONAL PROVISIONS, Exhibit(s), Schedule(s), and any Budget(s) and/or Statement of Work forms, attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally

approved and executed by the parties in the same manner as this Agreement.

19. CONTRACTOR'S OFFICE: Contractor's primary business office is located at 2330 Beverly Boulevard, Los Angeles, California 90057. Contractor's primary business telephone number is (213)744-0724 and facsimile/FAX number is (213)748-2432. Contractor shall notify County, in writing, of any changes made to primary business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

19. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

(2) Department of Public Health
Alcohol and Drug Program Administration
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

Attention: Director

B. Notices to Contractor shall be addressed as follows:

(1) HOMELESS HEALTH CARE LOS ANGELES, INC.
2330 Beverly Boulevard
Los Angeles, California 90057

Attention: Mark Casanova
Executive Director

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

HOMELESS HEALTH CARE LOS ANGELES, INC
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ROBERT E. KALUNIAN
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By Gary T. Izumi, Chief
Contracts & Grants Division

BODY.OF.AGREE.rev.12.9.09

ADDITIONAL PROVISIONS

DEPARTMENT OF PUBLIC HEALTH

ALCOHOL AND DRUG PROGRAM ADMINISTRATION

ALCOHOL AND DRUG SERVICES AGREEMENT - SEPTEMBER 30, 2009

ADDITIONAL PROVISIONS
DEPARTMENT OF PUBLIC HEALTH
ALCOHOL AND DRUG PROGRAM ADMINISTRATION
ALCOHOL AND DRUG SERVICES AGREEMENT - SEPTEMBER 30, 2009

TABLE OF CONTENTS

Paragraph No.	Title	Page No.
1.	ADMINISTRATION	1
2.	FORM OF BUSINESS ORGANIZATION, FISCAL DISCLOSURE, AND REAL PROPERTY DISCLOSURE	1
3.	BOARD OF DIRECTORS AND ADVISORY BOARD	6
4.	STAFFING	7
5.	NONDISCRIMINATION IN SERVICES	14
6.	NONDISCRIMINATION IN EMPLOYMENT	17
7.	FAIR LABOR STANDARDS ACT	20
8.	EMPLOYMENT ELIGIBILITY VERIFICATION	21
9.	PRIORITY FOR COUNTY'S DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND DEPARTMENT OF PUBLIC SOCIAL SERVICES GENERAL RELIEF REFERRALS	21
10.	PARTICIPANT ELIGIBILITY	22
11.	PARTICIPANT FEES	23
12.	PAYMENT	23
13.	FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS	34
14.	RECORDS AND AUDITS	37
15.	REPORTS	46
16.	ANNUAL COST REPORT	49
17.	CONFIDENTIALITY	50
18.	INDEPENDENT CONTRACTOR STATUS	50

TABLE OF CONTENTS

Paragraph No.	Title	Page No.
37.	RESOLICITATION OF BIDS OR PROPOSALS	70
38.	TERMINATION FOR INSOLVENCY AND DEFAULT	70
39.	TERMINATION FOR IMPROPER CONSIDERATION	72
40.	TERMINATION FOR CONVENIENCE	73
41.	COUNTY'S QUALITY ASSURANCE PLAN	74
42.	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	75
43.	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	76
44.	RETURN OF COUNTY MATERIALS	77
45.	GOVERNING LAW, JURISDICTION AND VENUE	77
46.	WAIVER	77
47.	SEVERABILITY	78
48.	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	78
49.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	79
50.	DEFAULTED PROPERTY TAX REDUCTION PROGRAM	83
51.	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	84
52.	PURCHASING RECYCLED-CONTENT BOND PAPER	84
53.	COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996	84
54.	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	86
55.	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT	88

TABLE OF CONTENTS

Paragraph No.	Title	Page No.
56.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	89
57.	CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	89
58.	REPORTING OF CHILD ABUSE OR NEGLECT	90
59.	REPORTING OF ELDER AND DEPENDENT ADULT ABUSE	91
60.	TERMINATION FOR NON-APPROPRIATION OF FUNDS	91
61.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	92
62.	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	93
63.	NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS	93

ADDITIONAL PROVISIONS
DEPARTMENT OF PUBLIC HEALTH
ALCOHOL AND DRUG PROGRAM ADMINISTRATION
ALCOHOL AND DRUG SERVICES AGREEMENT - SEPTEMBER, 2009

1. ADMINISTRATION: COUNTY'S Director of Public Health or his/her designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director and to authorized Federal and State representatives the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities, or work areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION, FISCAL DISCLOSURE, AND REAL PROPERTY DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Alcohol and Drug Program Administration ("ADPA"), within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

- (1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.
- (2) Articles of Incorporation and By-Laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with the County.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to ADPA, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and

executed by Contractor's duly constituted officers,
containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

C. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to ADPA, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such

lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

3. BOARD OF DIRECTORS AND ADVISORY BOARD:

A. Board of Directors: Contractor's Board of Directors shall serve as the governing body of the agency.

Contractor's Board of Directors shall be comprised of a minimum of not less than five (5) members, who are all at least eighteen (18) years of age and should include representatives of special population group(s) being served; shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one (1) person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board

members and ongoing in-service education for existing members.

B. Advisory Board or Group: Contractor shall establish and maintain an advisory board, or group, consisting of (5) five or more persons. The advisory board, or group, shall advise Contractor's director or program administrator regarding program administration and service delivery. The advisory board, or group, shall consist of people who reside in or represent the interests of the community being served (i.e., service community). In establishing an advisory board, or group, Contractor shall demonstrate reasonable efforts to achieve representation of the ethnic composition of the service community, or of any special population group(s) being served. The Contractor's own Board of Directors may function as the advisory board, or group, with the prior written approval of Director. When Contractor's Board of Director's is allowed to function as an advisory board, or group, it shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly, to specifically discuss program administration and service delivery issues as provided herein.

4. STAFFING: Contractor agrees to employ at least one (1) individual (i.e., full time equivalent position) specifically assigned to work full time on alcohol and drug services.

(Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In any event, Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff prescribed by applicable State laws and regulations and with the number of staff identified in Contractor's budget as presented to County during the development and negotiation of this Agreement. Such personnel shall be qualified in accordance with all applicable State and County code requirements. Contractor shall fill any vacant budgeted position within sixty (60) calendar days after the vacancy occurs. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) incorporated herein.

Contractor is encouraged to recruit and hire staff in service positions who are fluent in American Sign Language and the primary language of any special population group being served.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary and experience who are providing services hereunder. If an executive director, program director,

assistant director, or equivalent position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify the Director about Contractor's plans to fill the vacancy and document that prospective candidates meet the minimum qualifications for vacant positions.

Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Contractor shall be responsible for the training of appropriate employees concerning applicable Federal, State and County laws, regulations, guidelines, directives and administrative procedures. Contractor shall institute and maintain a training program, approved by the Director, in which all personnel will participate.

Contractor shall provide appropriate training/staff development for its administrative, prevention/treatment, and support personnel. Participation of administrative, prevention/treatment, and support personnel in training/staff development should include in-service activities, such as nuisance abatement strategies for prevention staff and case conferences for treatment staff; which shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of all such training/staff development programs.

Contractor shall provide each administrative (i.e., management) and service employees (i.e., prevention/treatment and support personnel) with a minimum of twenty-four (24) hours of training during the Agreement period. For treatment staff, training received through State Department of Alcohol and Drug Program (SDADP) - approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. For prevention staff, training on the Strategic Prevention Framework, CalOMS Prevention, environmental prevention strategies, and other evidence-based prevention strategies that can enhance the quality of prevention services shall fulfill the aforementioned training requirement for the applicable period. The training hours required shall be proportionately decreased during any Agreement period of less than a full fiscal year. All training received during the term of this Agreement shall be included in the personnel file of all administrative and service staff employed by Contractor.

Contractor shall insure that program staff who provide counseling services (as defined in Title 9 CCR, Div.4, Chapter 8, Section 13005, California Code of Regulations) are licensed, certified, or registered to obtain certification or license pursuant to Title 9 CCR, Div. 4, Chapter 8 (commencing with Section 13000). Written documentation of licensure, certification, or registration shall be included in the personnel

file of all service staff employed by Contractor who provide counseling services.

Contractor shall insure that program staff who provide counseling services (as defined in Title 9, CCR, Div. 4 Chapter 8, Sec 13005, CCR) comply with the code of conduct, pursuant to Section 13060, developed by the organization or entity by which they were registered, licensed, or certified.

A. Detoxification and Residential Services: If detoxification or residential services are provided hereunder, all staff providing direct services to program participants shall receive cardiopulmonary resuscitation ("CPR") training. Within six (6) months after beginning employment with Contractor, such staff shall complete the Standard Red Cross First Aid Class ("FA") or equivalent. Contractor shall ensure that all of its staff who perform direct services hereunder, obtain and maintain in effect during the term of this Agreement, all CPR and FA certificates which are applicable to their performance hereunder.

Additionally, such staff shall be trained to recognize indications of at least the following, any of which requires immediate attention and referral: jaundice, convulsions; shock; pain; bleeding; and coma.

B. Services for Youth: If services for youth are provided hereunder, the following minimum requirements and qualifications shall apply to employees and volunteers involved in the provision of such services. Contractor shall maintain documentation in the individual personnel files that these requirements and qualifications have been met.

(1) All staff employed by Contractor and subcontractor(s), if applicable, shall not be on active probation or parole within the last three (3) years, and must have a Live Scan fingerprint check for criminal history background through the Department of Justice and Federal Bureau of Investigation prior to employment. Contractor shall not employ any person if they have a criminal conviction record or pending criminal trial for offenses specified by County (i.e., felonies, falsification of public records, sex offenses and offenses against children), unless such information has been fully disclosed and employment of employee for this program has been formally approved by the County's Probation Department and the Department of Public Health. County reserves the right to prohibit Contractor and, if applicable, its subcontracted agencies, from employment or continued employment of any

such person. Contractor must monitor for subsequent notifications from the Department of Justice regarding employee convictions or arrests to maintain compliance with the aforementioned fingerprint requirements.

(2) Employees working with youth shall have at least two (2) years prior experience in a youth program or two (2) years prior experience working with youth.

(3) Counselors working with youth in treatment shall be licensed, certified or registered to obtain certification in accordance with Title 9, CCR, Div. 4, Chapter 8, Counselor Certification Regulations.

Employees working with youth shall receive at least eight (8) total hours of annual training in the fields of alcohol and other drugs, child development and normal adolescent growth and development, the dynamics of adolescent recovery, and related fields.

(5) All staff shall be trained in child abuse reporting and neglect issues, and requirements of mandated reporters.

C. Sexual harassment and sexual contact shall be prohibited between participants, and service employee staff and administrative staff, including members of the Board of Directors. Contractor shall include a statement in each employee's personnel file noting that each employee has read

and understands the sexual harassment and sexual contact prohibition. Contractor shall include this prohibition policy as part of an overall participant's rights statement given the participant at the time of admission. Such prohibition policy shall remain in effect for no less than six (6) months after a participant exits recovery service program.

D. Contractor shall designate at least one employee as "Disability Access Coordinator" to ensure program access for disabled individuals, and to receive and resolve complaints regarding access for disabled persons at Contractor's facility(ies).

5. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services to participants (including but not limited to, services provided to Medi-Cal eligible [or other similarly eligible] beneficiaries), hereunder because of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation, in accordance with requirements of Federal and State laws and regulations. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service

or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation.

In providing services hereunder, facility access for disabled must comply with the Federal Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the

provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination in a treatment service, he or she may appeal the matter to the SDADP, Residential and Outpatient Programs Compliance Branch, Complaint Investigations Unit. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

Pursuant to Exhibit C, Article IV, Paragraph B.2 of the County Net Negotiated Amount (NNA) agreement with the SDADP, the following shall apply to programs funded with Substance Abuse Prevention and Treatment Block Grant (SAPT BG):

1. Contractor shall provide services to all eligible persons in accordance with federal and State statutes and regulations.

2. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:

(a) Lack of educational materials or other resources for the provision of services;

(b) Geographic isolation and transportation needs of persons seeking services or remoteness of services;

(c) Institutional, cultural, and/or ethnicity barriers;

(d) Language differences;

(e) Lack of service advocates; and

(f) Failure to survey or otherwise identify the barriers to service accessibility.

6. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees pursuant to all applicable Federal and State anti-discrimination laws and regulations, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation, or status as disabled veteran or veteran of the Vietnam era. Contractor shall take affirmative action to ensure that qualified

applicants are employed, and that employees are treated during employment, without regard to race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation or status as disabled veteran or veteran of the Vietnam era in accordance with requirements of all applicable Federal and State laws and regulations. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political

affiliation in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, physical or mental disability, ancestry, marital status and/or political affiliation, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a

material breach of contract upon which Director may suspend or County may terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

7. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by

Contractor's employees for which County may be found jointly or solely liable.

8. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

9. PRIORITY FOR COUNTY'S DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND DEPARTMENT OF PUBLIC SOCIAL SERVICES GENERAL RELIEF REFERRALS: Contractors providing residential and/or non-residential treatment services hereunder, agree to give priority to individuals referred to Contractor for services by County's

Department of Children and Family Services ("DCFS"), and County's Department of Public Social Services ("DPSS") that are General Relief ("GR") eligible. Such DCFS and DPSS referred participants shall be rendered services in non-residential services programs before non-DCFS and non-DPSS referred individuals, and shall also be admitted to residential programs before non-DCFS and non-DPSS referred individuals. Regardless of priority status, DCFS and DPSS referred participants must meet all the admission requirements to enter a residential program.

In addition, Contractor agrees to perform outreach activities targeting DCFS and DPSS participants to inform and encourage any such participants in need of alcohol and drug services to seek such services.

10. PARTICIPANT ELIGIBILITY: If participants are provided treatment services hereunder, participant's eligibility to receive alcohol and drug services, and financial coverage (Medi-Cal, insurance, or other third party payer), must be determined and confirmed by Contractor. Within ninety (90) calendar days after a participant is first given services hereunder, Contractor shall document that all potential sources of payments to cover the costs of participant services hereunder have been identified and that Contractor or such participant has attempted to obtain such payments. In addition to the requirements set forth under this Paragraph, Contractor shall make a written certification to

County stating whether the participant is eligible for Medi-Cal, insurance, or other third party coverage. Contractor shall retain such documentation and allow County access to same in accordance with RECORDS AND AUDITS Paragraph of this Agreement.

11. PARTICIPANT FEES: If Contractor provides participants with residential and/or non-residential treatment services hereunder, participants shall be charged a fee by Contractor for the provision of such services. In charging fees, Contractor shall take into consideration the participant's ability to pay (based on participant's income and expenses), and the fee(s) charged shall not be in excess of Contractor's actual unit cost to provide such service(s). In establishing fees to be charged, Contractor shall follow procedures which have been reviewed and approved by the Director in determining allowable reimbursement costs. Contractor shall set and collect fees using methods approved by the Director in accordance with Health and Safety Code Section 11852.5 and County policy. County Contractor shall exercise diligence in the billing and collection of fees from participants. In any event, Contractor shall not withhold services to a participant because of a participant's present inability to pay for such services.

12. PAYMENT:

A. General Requirements: With the exception of fees reimbursed by Medi-Cal, medical insurance, or other third

party coverage, Contractor shall be compensated by County for performing alcohol and drug services hereunder, in accordance with the procedures, and in the manner, as described below:

(1) Monthly Billing: Contractor shall bill County monthly in arrears on billing forms described in County Department of Public Health Substance Abuse Program Contract Financial Handbook. Such billing forms shall be provided to Contractor by County, or billings shall be made on Contractor's own billing forms that have been approved by ADPA. All billings shall clearly reflect all required information as specified on the billing forms and any other information as required by the ADPA (e.g., Contractor's tax identification number and/or Drug/Medi-Cal provider number) to properly process Contractor's billings, in regards to the services provided and for which a claim is being made, and as related to any and all payments due to Contractor by, or on behalf of, a participant. Billings shall be presented to County promptly after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the payment provisions set forth in the Exhibit(s) incorporated herein, and the following:

a. Payment for all services provided hereunder shall be limited to the aggregate maximum monthly amount(s) set out in the Schedule(s) (and their corresponding Exhibit[s]) attached hereto.

Contractor will be paid the lesser of the monthly maximum amount of the contract, or the current monthly billing amount.

b. No single payment to Contractor for a particular type of service, or mode of service, provided hereunder shall exceed the maximum monthly amount set out in the Schedule(s) (and their corresponding Exhibit[s]) attached hereto, unless there have been payments of less than the maximum monthly amount for that mode of service for any prior month of that fiscal year. To the extent that there have been lesser payments for a mode of service, the resultant savings may be used to pay monthly billings for that mode of service in excess of the maximum monthly amount.

c. Billings for Drug/Medi-Cal services shall be presented to County by the tenth (10th) of each calendar month for the preceding month. Billings received after the tenth (10th) of the calendar month will not be paid.

(2) In no event shall County be required to reimburse Contractor for those costs for services performed hereunder, which are covered by revenue received directly from a participant (e.g., cash), or received on behalf of a participant (e.g., Medi-Cal, medical insurance, or other third party coverage), or is covered by funding received by Contractor under other County agreements, or under other governmental contracts, grants, or funding sources.

(3) In no event shall County be required to pay Contractor an amount that is more than the dollar amount as set forth in the MAXIMUM ALLOCATION Paragraph of the Exhibit(s) for each mode of service provided hereunder.

(4) In no event shall County be required to pay Contractor an amount that is more than the dollar amount as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement.

(5) Withholding Payment:

a. Subject to the provisions of the ANNUAL COST REPORT Paragraph of this Agreement, if the Annual Cost Report is not delivered by Contractor to County within the date specified, County may withhold all payments to Contractor under all alcohol and drug services agreements between County

and Contractor, until such time that such report is delivered to County.

b. Subject to the provisions as specified in subparagraphs B, C, and D of the REPORTS Paragraph of this Agreement, if any Monthly Report(s) is(are) not delivered by Contractor to State, or to County (which requires such information to generate reports that are sent to the State), by the date(s) specified, then County may elect to withhold all payments to Contractor under all alcohol and drug services agreements between County and Contractor, until such time that such report(s) is(are) delivered to the State or County. County further reserves the right to withhold all payments to Contractor under all alcohol and drug services agreements between County and Contractor, due to CONTRACTOR'S refusal to cooperate with audits and investigations as set forth in subparagraph H of the RECORDS AND AUDITS Paragraph of this Agreement.

Notwithstanding any other provision of this Agreement, if State (or any other funding source) withholds funds intended for County to support this Agreement, or any other alcohol and drug services agreements between County and Contractor, due to the

actions of Contractor (e.g., late reports, financial disputes, etc.), then County shall withhold payment of funds to Contractor, until such time that State (or other funding source), releases funds to County for payment to Contractor for services provided herein.

c. Subject to the reporting and data requirements of this Agreement and the Exhibit(s) incorporated herein, and to County's right to withhold any and all payments due to Contractor for any failure to cooperate with audits and investigations as set forth in subparagraph H of the RECORDS AND AUDITS Paragraph herein, County may elect to withhold any and all payments due to Contractor if any report (other than the Annual Cost Report or Monthly Report) or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete or is not completed in accordance with requirements set forth in this Agreement.

d. Subject to the provisions of the TERM, and ADMINISTRATION, Paragraphs of this Agreement, and the Exhibit(s) incorporated herein, County may

withhold all payments due to Contractor, if Contractor has been given at least a thirty (30) days notice of any deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). Such deficiency(ies) may include, but not to be limited to, failure to provide the quality of services as described in this Agreement, Federal, State, and County audit exceptions resulting from noncompliance, and significant performance problems as determined by monitoring visits.

e. Subject to the provisions of the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, County may withhold claims for payment by Contractor.

f. In any event, any and all payments due to Contractor may be withheld under this provision. Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

g. In addition to subparagraphs one (1) through five (5) herein, the Director may withhold claims for payment by Contractor for delinquent amounts due to County as determined by a cost report or audit report settlement, resulting from this or prior years' agreement(s).

h. Notwithstanding any other provision of this Agreement, County may withhold any and all payments to Contractor under any and all alcohol and drug services agreements between County and Contractor, if State, federal, and/or County auditor (or any other funding source) advises County of significant findings that warrant such withholding of funds.

i. Notwithstanding any other provision of the NNA/DMC Agreement between the State and the County, and the agreement between County and Contractor, County may withhold ten percent (10%) of all payments to Drug/Medi-Cal contractors under any and all alcohol and drug services agreements between County and Contractors as a reserve for future liabilities resulting from, but not limited to penalties and audits.

(6) Contractor agrees to reimburse County for any Federal, State, or County, audit exceptions resulting

from noncompliance herein on the part of Contractor or any subcontractor.

B. Additional Procedural Requirements for Cost

Reimbursement Agreements: In addition to the general requirements described in Subparagraph A hereinabove, for those alcohol and drug service agreements using a cost reimbursement format (cost reimbursement agreements), the following additional procedural requirements will apply:

(1) Preliminary (Cost Report) Settlement Payment:

a. Pending a final settlement between Contractor and County based upon a fiscal year audit determination of allowable costs, the parties shall make preliminary cash settlement for each fiscal year or portion thereof that this Agreement is in effect. Such preliminary settlement shall be based upon the Annual Cost Report, which is referred to in the ANNUAL COST REPORT Paragraph hereinbelow.

b. If the Annual Cost Report shows a balance due to the County, the amount due shall be repaid by Contractor forthwith by cash payment, or at the discretion of Director, as a credit on future billings.

c. If the Annual Cost Report shows a balance due to the Contractor, the amount due shall be paid

to Contractor forthwith, provided that the maximum allocation for such services is not thereby exceeded.

d. Such settlement shall be paid within forty-five (45) calendar days after County submits the Los Angeles County Summary Cost Report to the SDADP.

(2) Final (Audit Report) Settlement Payment:

a. If the fiscal year audit conducted by Federal, State, and/or County representatives finds that allowable and necessary net costs for any mode of services furnished hereunder are lower than the payments made therefore by County, and/or if it is determined by such audit that any payments made by County for a particular mode of service are for costs which are not reimbursable pursuant to provisions of the Health and Safety Code, Division 10.5, Part 2, the Department of Public Health Substance Abuse Program Contract Financial Handbook, and/or this Agreement, then the difference shall be repaid by Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

b. If such fiscal year audit finds that the allowable costs of services furnished hereunder are

higher than the payments made by County, then the difference shall be paid to Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

(3) Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County. Request for authorization shall be made in writing to Director, and shall include the travel dates, locations, purpose/agenda, participants and costs.

(4) Interest may be charged on amounts owed to ADPA as a result of cost report settlements and audit liabilities.

C. Federal Drug/Medi-Cal Requirements: If any Federal Drug/Medi-Cal services are performed herein, such services shall be reimbursed under Federal government criteria on the basis of costs or charges or statewide rates, whichever is lower and only for the period of time Contractor is certified as a Medi-Cal provider. Such cost shall be determined by a fiscal year audit conducted by Federal and/or State of California audit personnel for each fiscal year or portion thereof that this Agreement is in effect. Such audit shall be conducted in accordance with Division 10.5 of the Health and Safety Code; Title 9, Chapter 4 of

the CCR; the financial and compliance requirements of the United States General Accounting Office's document entitled "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions"; requirements as set forth in this Agreement; and applicable generally accepted auditing standards. In addition, County reserves the right to conduct a fiscal year audit as set forth in RECORDS AND AUDITS Paragraph of this Agreement.

D. Contractors that receive a combination of Medi-Cal funding and other federal or State funding for the same service element and location shall be reimbursed for actual costs as limited by Medi-Cal reimbursement requirements, except that reimbursement for non Medi-Cal services shall not be limited by Medi-Cal rate requirements or customary charges to privately paying clients.

13. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's specific written approval, County may use such monies to fund the provision of additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy Director,

Public Health. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) percent per fiscal year based on County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Office ("CEO"). If the increase or decrease exceeds twenty-five percent (25%), approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than

a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may either move such funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor, or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's "CEO". Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be

effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

14. RECORDS AND AUDITS:

A. Documentation: Contractor shall document the delivery of all specific services identified in the Agreement. Such documentation shall include daily and monthly reports of individual staff activities (for treatment staff only, this requirement does not apply to prevention staff), records of specific service activities, and other records as specified by ADPA, this paragraph, and paragraph 15. Contractor shall retain such documentation in Los Angeles County and shall make the same available to County and its representatives at a location in Los Angeles County within ten (10) calendar days of prior written notice by County's ADPA during normal County business hours for purposes of inspection or audit.

B. Participant Records: Contractor shall maintain adequate participant records in accordance with State laws and regulations and with the procedures specified in the Los Angeles County Alcohol and Drug Program Administration - Description of Service Activities - July 1, 1993 and the Department of Public Health Substance Abuse Program Contract Financial Handbook. Contractor shall maintain adequate service records (e.g., recovery, treatment) on each

participant which shall include, but shall not be limited to, a recovery/treatment plan, a completed health status questionnaire, diagnostic studies, a record of participant interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records shall be retained for a minimum of five (5) years following the expiration or termination of this Agreement, or until Federal, State, and/or County audit findings applicable to such services are resolved, whichever is later, and shall be retained by Contractor at a location in Los Angeles County, or with prior written authorization by ADPA in any other Southern California location, and shall be made available at reasonable times to authorized representatives of Federal, State and County governments during the term of this Agreement and during the period of record retention for the purpose of program review and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the Exhibits(s) attached hereto. This provision does not apply to prevention contracts.

C. Financial Records: Contractor shall prepare, implement, and maintain a written cost allocation plan

according to the provisions of SDADP's Audit Assistance Guide dated November 1, 1990, and any amendment(s) thereto. Contractor shall prepare and maintain complete financial records in accordance with generally accepted accounting principles, and the Department of Public Health Substance Abuse Program Contract Financial Handbook provided by County to Contractor. Contractor hereby acknowledges receipt from County of the Department of Public Health Substance Abuse Program Contract Financial Handbook. Such records shall clearly reflect the actual cost for each mode of service provided by Contractor, for which payment is claimed, and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants and other revenue received, including any Federal Drug/Medi-Cal or State General Fund revenues, and all costs incurred by mode of service (e.g., alcohol and other drug prevention services, residential community recovery program, inpatient medical detoxification, outpatient drug free counseling, outpatient medical detoxification), for alcohol and drug services performed herein, including but not limited to, a cash receipts journal indicating all revenue, its source and intent (e.g., participant fees, contributions, restricted grants, unrestricted grants),

and a listing of County remittances received.

Contractor agrees that any unidentified cash receipts shall be applied as a reduction of reimbursable Agreement costs.

(2) Reports, studies, statistical surveys or other information used to determine and allocate indirect costs among Contractor's various modes of service under this Agreement. For purposes of this subparagraph, indirect costs shall mean those costs intended by the Department of Public Health Substance Abuse Program Contract Financial Handbook to be identified as indirect costs.

(3) ADPA-requested alcohol and drug service statistics, Los Angeles County Participant Report System ("LACPRS") statistics, CalOMS data, State General Fund statistics, and total facility statistics (e.g., staff hours, resident days, visits) which can be applied to each mode of service provided by Contractor herein.

(4) Personnel records which account for the percentage of time worked on each mode of service and total work time of each of Contractor's personnel (identified as indirect costs in the ADPA approved Contractor budget) in providing alcohol and drug services claimed under this Agreement. Such records

shall be corroborated by payroll timekeeping records, and timecards signed by the employee and approved by the supervisor, which verifies percentage time distribution by mode of service and accounts for the total time worked by each of Contractor's personnel on a daily basis. This requirement shall apply to all of Contractor's personnel, including the person functioning as executive director (or his/her equivalent) of the Contractor's alcohol and drug program, if such executive director provides any services claimed under this Agreement.

(5) Additional Participant Records: For all participants that are registered, served, or treated, hereunder for direct services, Contractor shall maintain financial records which clearly document the following:

a. Contractor's determination of participant's eligibility for Medi-Cal, (medical) insurance, and other third party coverage, in accordance with PARTICIPANT ELIGIBILITY Paragraph of this Agreement, hereinabove.

b. Contractor has made reasonable efforts to collect charges from the participant, his/her family, his/her insurance company, or the responsible person or party.

c. The type and amount of charges incurred by each participant registered/served hereunder for direct recovery services, as documented by ledger cards or other approved record system and the amount of charges collected. (Any apportionment of costs shall be made in accordance with generally accepted accounting principles and the Department of Public Health Substance Abuse Program Contract Financial Handbook.)

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advises, vendor invoices, appointment logs, participant ledgers).

D. Preservation of Records: If following termination of this Agreement Contractor's (parent) facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director of SDADP and the Director shall be notified thereof by Contractor in writing and arrangements shall be made by Contractor, when requested by Director, to transfer to County all service, financial, participant, personnel, and any other related records and reports, referred to hereinabove and any service records in any of the Exhibit(s) incorporated herein for preservation.

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect, unless such requirement is waived in writing by County. An initial audit shall be conducted following the end of County's current fiscal year and at scheduled intervals thereafter as agreed to by the parties hereto, but not less frequently than every two (2) years.

The audit shall satisfy the requirement of the Office of Budget and Management Circular Number A-133. Such audit shall be performed by an independent auditor in accordance with recognized auditing standards (e.g., United States General Accounting Office Publication, Standards for Audit of Governmental Organizations, Programs, Activities and Functions), and any other applicable Federal, State or County statutes, policies or guidelines. Contractor shall file such audit report(s) with the County's Department of Public Health - Financial Services Division within the earlier of thirty (30) calendar days of Contractor's receipt of the report(s) or nine months after the end of the audit period. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate, or suspend this Agreement.

The independent auditor's work papers shall be retained at least five (5) years following the completion of the audit, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by Federal, State or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code (U.S.C.) Section 1395x (v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor that are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such

similar availability and access to the subcontract, books, documents, and records of the subcontractor.

G. County To Be Provided Audit Reports: In the event that an audit is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file such audit reports(s) with the Director and County's Department of Public Health - Financial Services Division, within thirty (30) calendar days of receipt, unless otherwise provided under this Agreement, or under applicable Federal or State regulations. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate or suspend this Agreement.

H. Cooperation During Audits and Investigations: Contractor shall cooperate fully with authorized Federal, State, and County representatives in conducting on-site audits or investigations during regular business hours, whether such audit or investigation is announced beforehand or unannounced. Contractor shall comply fully with lawful requests made by such representatives in the performance of their duties during an audit or investigation. Contractor shall make available in a timely manner, all documentation and/or records requested by such representatives.

In the event Contractor refuses entry to any authorized Federal, State, or County representative for the purposes of conducting an audit or investigation, or fails to cooperate fully, or fails to provide requested documentation, County may withhold any and all future payments due Contractor until Contractor complies with the request(s).

If an audit requires Contractor to submit a Corrective Action Plan ("CAP") to correct program deficiencies, County may withhold any and all future payments due Contractor until Contractor meets the requirements of the CAP to County's satisfaction.

In the event County withholds payment, Contractor shall continue to bear complete and sole responsibility for providing services hereunder and comply with all provisions of this Agreement. If Contractor fails to do so, the same shall constitute a material breach of contract upon which Director may suspend or County may terminate this Agreement.

15. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of Contractor's employees' Federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return,

Federal Form 941, and or State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees income tax withholding whether such payments are made on a monthly or quarterly basis.

County shall not retain such reports but shall return them to Contractor. Required submission of above quarterly and monthly reports by Contractor may be waived by the Director based on agency performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph shall not apply to governmental agencies.

B. Contractor shall submit directly to the SDADP monthly the following reports:

For treatment providers: By the tenth (10th) of each month following the month for which the data is collected, the Drug and Alcohol Treatment Access Report ("DATAR") and the Provider Waiting List Record ("WLR"). Each month, Contractor shall collect and record data using the WLR as required by the SDADP. Beneficiary data collected in the WLR shall be incorporated as aggregate data in the DATAR.

Failure by Contractor to submit the required monthly report to the SDADP shall result in all monthly payments being withheld for late submission of reports.

C. Contractor shall submit to the ADPA monthly the following reports:

For treatment providers: By no later than the last day of the reporting month for which the data are collected, Contractor shall complete and enter into ADPA's online system, the Los Angeles County Participant Reporting System admission questions or discharge questions, as applicable, for each participant admitted to or departing from Contractor's services under this Agreement.

For prevention providers: By the first Friday of the month following the month for which the data is collected, the California Outcome Measurement Services for Prevention ("CalOMS Pv"). Data should be entered in to the on-line CalOMS Pv system daily, weekly at a minimum.

Failure by Contractor to submit the required reports to ADPA shall result in all monthly payments being withheld for late submission of reports.

D. Contractor shall make other reports as required by the Director or by SDADP, concerning Contractor's activities as they relate to this Agreement. In no event, however, may County require such reports unless it has provided

Contractor with at least thirty (30) calendar days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

16. ANNUAL COST REPORT:

A. For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's Department of Public Health, ADPA Financial Services Division ("FSD"), one (1) original and one (1) copy of an annual cost report, and if applicable, one (1) original and one (1) copy of the Drug/Medi-Cal Performance Report, for each mode of service and service delivery site (by provider number), within forty-five (45) calendar days following the close of such fiscal year. In addition to the requirements set forth under this Agreement, Contractor shall comply with any additional cost report requirements, such as the separate reporting for treatment providers of individual and group counseling expenditures and revenues and report applicable units of services as required by the State. Such cost report shall be prepared in accordance with generally accepted accounting principles, using cost report forms and instructions provided by County.

B. If this Agreement is terminated or canceled prior to June 30th, the annual cost report, and if applicable,

Drug/Medi-Cal Performance Report, shall be for that Agreement period which ends on the termination or cancellation date and two (2) copies of such report shall be submitted within forty-five (45) calendar days after such termination or cancellation date to County's Department of Public Health FSD.

17. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and participant records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

18. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between

County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

19. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and

directives for the operation of its facility(ies) and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and directives which are applicable to their performance hereunder. Contractor shall ensure that such licensees permits, registrations, accreditations, and certifications are current and in effect during the term of this Agreement. Contractor shall send a copy of each license, permit, registration, accreditation, and certificate to the ADPA within ten (10) calendar days following the execution of this Agreement and upon renewal or extension.

20. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31 U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

21. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

22. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

23. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures,

equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact ADPA's Contracts Division for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

24. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances,

and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

Contractor shall have a thorough knowledge of community representatives, organizations, and general population of the area where services are being provided. Contractor shall maintain a written policy that describes community outreach activities targeted to minimize any negative community reaction towards the presence of a treatment program in the community. (This provision does not apply to prevention Contractors.)

25. TOBACCO-FREE ENVIRONMENT AND TOBACCO AWARENESS:

Contractor shall provide a tobacco-free environment and develop tobacco awareness at the locations (i.e., facilities) where services are provided under provisions of this Agreement, by taking the following actions:

- A. Prohibiting smoking in all areas within the facilities.
- B. Prohibiting smoking within 20 feet of doors and windows at all program facilities.
- C. Integrating information regarding nicotine, smoking cessation, and the trigger effect of secondhand smoke into treatment and recovery program curricula.
- D. Establishing appropriate smoking cessation services, or providing referral to appropriate smoking cessation

services, for participants served under this Agreement. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under the Agreement, or termination of the Agreement, or both.

26. DRUG FREE WORK PLACE: Contractor certifies that it will comply with the requirements of Government Code Section 8350 et seq. (Drug-Free Workplace Act of 1990) and will provide a drug-free workplace, in the provision of services herein, by taking the following actions:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's (including Contractor's organization) workplace, including a statement specifying the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).

B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the agreement:

(1) Be given a copy of the County's drug-free policy statement; and

(2) As a condition of employment on the agreement, agree to abide by the terms of the published statement.

D. Contractor's failure to comply with the above-listed requirements may result in County's withholding of payments to Contractor under the Agreement, or termination of the Agreement, or both, and Contractor may be ineligible for future County agreements if the County determines that any of the following has occurred:

(1) Contractor has made a false certification; or

(2) Contractor has violated the certification by failing to carry out the requirements as noted above.

27. HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS") EDUCATION AND TRAINING: Contractor providing treatment services hereunder shall:

A. Ensure that agency's board of Directors reviews and adopts an HIV/AIDS policy (either the ADPA policy or an agency policy which incorporates all elements of the ADPA policy).

B. Develop policies and procedures, which are adopted by the Board of Directors that addresses priority admissions, confidentiality, charting, and all other issues necessary to ensure the protection of the rights of all HIV positive clients.

C. Designate an HIV/AIDS resource person who shall be the agency's liaison to ADPA. Develop, implement, and documents this person's responsibilities.

D. The HIV/AIDS resource person shall distribute HIV/AIDS policies and procedures to each staff member. A signed commitment and acknowledgement form shall be maintained in the employee's personnel file. Institute regular re-evaluation of the policy and recommended changes or addendum when warranted by changes in HIV care or epidemiology, and/or in federal or State law.

E. All new staff members should receive at minimum, basic HIV/AIDS education, HIV prevention information and resources for prevention, testing, treatment, and supportive services within thirty days of starting employment. In addition, all direct service staff must attend a minimum of

eight (8) hours of training each year. Training received through SDADP-approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. All management, clerical, and support staff must attend a minimum of four (4) hours of training each year. A commitment to ongoing training related to HIV will be signed and maintained in the employee's personnel file.

F. The HIV/AIDS resource person shall develop an overall HIV/AIDS educational plan which includes, but not limited to, HIV prevention, HIV transmission, basic HIV information, risk-reduction, and local resources. This plan must include a curriculum for staff and clients, as well as, a system to document staff and client participation. An Acknowledgement of HIV/AIDS Risk Reduction Information Form shall be maintained in the client's file. The curriculum shall include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia, gonorrhea, and syphilis).

G. Maintain program facility(ies) and services in a manner which will reduce the risk of HIV virus transmission.

Provide staff and clients with current, up-to-date brochures and other educational material which are reflective of the population served by the agency, in

culturally appropriate format and languages. Printed materials must provide information on risk-reduction and testing; in addition to whatever information is deemed appropriate for the population(s) served at the agency. Materials must be replenished, be visible and easily available to clients.

H. Make available to all participants and employees the location of HIV/AIDS counseling and confidential testing sites and treatment centers within the County of Los Angeles.

I. Develop resource information and linkages to support the special medical, social, psychological, case management, etc., needs of HIV positive clients, make referrals when appropriate, while clients are in the program and for discharge planning.

J. Attend monthly meetings and trainings relative to HIV and substance abuse (e.g. HIV Drug and Alcohol Task Force, etc.). Ensure staff and clients are aware of such training and educational opportunities.

K. Not deny services to any persons solely because they are perceived to be at high risk for HIV infection (e.g., injection drug users, gay and bi-sexual men/women, sex workers), or have been diagnosed with HIV/AIDS.

L. Consider priority admission for all applicants who identify as HIV/AIDS infected.

M. Comply with all applicable Federal and State laws relating to confidentiality of the HIV/AIDS status of the participant.

28. PUBLIC ANNOUNCEMENTS, LITERATURE, AND OUTREACH:

Contractor shall publicize availability of its services hereunder through telephone directories, community resource directories, and program information brochures or flyers. Publicity/outreach may also be conducted through information and referral service agencies, posters, newspaper announcements and stories, radio, and television. Publicity/outreach messages shall identify the program as an alcohol and drug services program, describe service activities, and provide a telephone number for service.

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, which may be an allowable charge, shall have prior review and written approval from the Director prior to their publication, printing, duplication and implementation for this Agreement. In addition, all materials issued regularly, such as newsletters, shall be reviewed and approved annually by Director. All such materials, public announcements, literature, audiovisuals, and printed materials distributed by Contractor for the purpose of apprising recipients

of services and the general public of the nature of its services hereunder, shall be approved by the Director, and Contractor shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health, ADPA.

To eliminate or reduce language barriers to services, Contractors serving a substantial number of non-English speaking people shall provide information and interpreter services to non-English speaking individuals by employing qualified bilingual persons. These services shall include the availability of non-English language written materials and the use of qualified bilingual persons in public contact positions or the use of interpreters to ensure the provision of services and information.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to,

all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

29. MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND DRUGS: Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under this Agreement, including but not limited to, those produced in audio, print, or video, and which pertain to messages provided by Contractor's program to participants and the general public, shall all be produced in accordance with the requirements of Health and Safety Code Sections 11999, 11999.1, 11999.2 and

11999.3, and shall specifically contain a clear statement that promotes no unlawful use of alcohol or drugs and that the unlawful use of alcohol and drugs is both illegal and dangerous.

Contractor shall provide ADPA with any audio, printed, video, or other materials planned for general public dissemination, for review upon ADPA's request.

30. PROPRIETARY RIGHTS: County shall have proprietary rights to any and all materials produced, distributed, or compiled under this Agreement. Such materials are the property of County and shall not be circulated outside Los Angeles County in whole or in part, nor released to the public, without the specific authorization by Director.

County reserves the right to use, reproduce, distribute, and sell any and all materials produced, delivered, or compiled pursuant to this Agreement, and reserves the right to authorize others to use and reproduce such materials.

31. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor and its subcontractor(s) recognize that health care facilities (e.g., residential health care facilities) maintained by County, and the participants that they serve, provide care that is essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other

provision of this Agreement, full performance by Contractor and its subcontractor(s) during any riot, insurrection, civil unrest, natural disaster, or similar event, is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

32. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, such party shall, within three (3) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

33. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

34. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM/GENERAL RELIEF OPPORTUNITY FOR WORK PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give

consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program, who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor. If contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services GAIN/GROW staff at GAINGROW@dpss.lacountv.gov.

35. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR

LAYOFF/OR RE-EMPLOYMENT LIST: Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

37. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Public Health ("DPH") shall make the determination to resolicit bids or request proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

38. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether

insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing)

after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

39. TERMINATION FOR IMPROPER CONSIDERATIONS: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement if it is found that considerations, in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the Los Angeles County Fraud Hotline at (800) 544-6861.

Among other items, such improper considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

40. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination.

Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) working days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

41. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent(s) will evaluate Contractor's performance (including the performance of any party providing services on behalf of

Contractor) under this Agreement as may be required from time to time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies or actions which County determines are severe or continuing and that may place the performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures to be taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

42. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in

compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

43. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph immediately above, shall constitute a default by Contractor and may be cause for debarment under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may terminate this Agreement pursuant to the Termination for default Paragraph of this Additional Provisions, attachment to the Agreement and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

44. RETURN OF COUNTY MATERIALS: At the expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon COUNTY'S request.

45. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractors behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the Courts of the State of California located in Los Angeles County, California.

46. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

47. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

48. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally-funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally-funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

49. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County,

(2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided

an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the

Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors.

50. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds

upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

51. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

52. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

53. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of prevention and/or treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical

information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE

OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS),
FOR ITS FAILURE TO COMPLY WITH HIPAA.

54. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an

aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the

Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to ADPA.

D. Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

55. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against

County for payment of any money or reimbursement, of any kind whatsoever, for any service ordered by County and/or provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

56. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

57. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of

business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's DCFS will supply the Contractor with the poster to be used.

58. REPORTING OF CHILD ABUSE OR NEGLECT: If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). Section 11166 of the Penal Code requires a mandated reporter who, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected abuse immediately or as soon as practically possible and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The report may include any non-privileged documentary evidence the mandated reporter possesses related to the incident. Reports of suspected child abuse or neglect shall be made by mandated reporters to the local law enforcement agency, county probation or county welfare departments. Child abuse reports may be made directly to the Los Angeles County DCFS through their 24-hour hotline at (800)540-4000. If you are a Mandated Reporter, complete your written report online at mandreptla.org. Contractor staff's failure to

report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by confinement in county jail for a term not to exceed six months or by a fine of not more than one thousand dollars (\$1,000) or by both. (Penal Code Section 11166.01).

59. REPORTING OF ELDER AND DEPENDENT ADULT ABUSE: If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). In such case, Contractor further understands that in suspected instances of elder or dependent adult abuse, such staff have certain immediate and follow-up reporting responsibilities as described in Welfare and Institutions Code Section 15630. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000, or both.

60. TERMINATION FOR NON-APPROPRIATION OF FUNDS:
Notwithstanding any other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County's costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in

writing of such non-appropriation of funds at the earliest possible date.

61. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts.

By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractor or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a

material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

62. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The Nonprofit Integrity Act of 2004 (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the attached "Charitable Contributions Certification" form (Attachment I), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment, proceedings or both (County Code Chapter 2.202).

63. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS: Title 42 of the Code of Federal Regulations, Part 54, shall apply to organizations which meet the definition of a religious organization. This provision applies to Federal funds provided for direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant. Religious organizations shall be eligible, on the same basis as any other organization, to

participate in applicable programs, as long as their services are provided consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. Further, said provision prohibits state or local governments receiving Federal substance abuse funds from discriminating against an organization that is, or applies to be, a program participant on the basis of the organization's religious character or affiliation. This provision also prohibits the use of funds for support of any inherently religious activities, such as worship, religious instruction, or proselytization and provides program beneficiaries with right to services from an alternative provider if program beneficiary objects to the religious character of a program participant. Contractor shall have a system in place to ensure that referral to an alternative provider or service reasonably meets the requirements of timeliness, capacity, accessibility, and equivalency. Referrals shall be made in a manner consistent with all applicable confidentiality laws, including, but not limited to 42 CFR Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), and notices of such referrals shall be made to County in writing.

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CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts ACT# number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code Sections 12585-12586.	()	()
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Signature

Date

Name and Title (please type or print)

Effective 09/06/05

HOMELESS HEALTH CARE LOS ANGELES, INC.

EXHIBIT A

COMMUNITY ASSESSMENT AND SERVICE CENTER PROGRAM SERVICES
(*Screening, Brief Intervention, Referral and Treatment [SBIRT]*)

1. DEFINITION: Community assessment and service center program (hereafter "CASC") services are those services which include: utilization of a standardized and computerized/automated Alcohol, Smoking, and Substance Involvement Screening Test (ASSIST) tool, and the addiction severity index (ASI); collaborative and cooperative linkages with public and private social and health service providers; intake, assessment, and referrals to substance abuse and mental health residential or non-residential treatment services or other ancillary services, such as domestic violence and Human Immunodeficiency Virus (HIV) resources, 12-Step and other self-help support groups; development and maintenance of participant-related ancillary resources directory; outreach to and networking with service providers and County residents; and maintaining collaborative and cooperative linkages with other resources to support increased access to a comprehensive range of specific services needed by each program participant.

2. PERSONS TO BE SERVED: CASC services shall be furnished to those persons (i.e., participants) residing in Los Angeles

County who have been determined through a screening process to be at risk for tobacco, drug and/or alcohol related problems and who were deemed eligible and agree to participate in the program.

3. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor's facility(ies) where CASC services are to be provided and the days and hours of operation, or when services are to be provided herein, are as follows:

Facility 1 is located at 2330 Beverly Boulevard, Los Angeles, California 90057. Contractor's facility telephone number is (213) 342-3114 and facsimile/FAX number is (213) 342-3124. Contractor's facility days and hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding the following County-recognized holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas.

SBIRT Services will also be provided off site at a local jail. Facility 2 is located at Los Angeles Police Department's Parker Center, 150 North Los Angeles Street, Los Angeles, California 90012. Telephone Number is (213) 485-2547 and the Fax number is (213) 485-9551. Jail site facility days and hours

of operation are Sunday through Saturday, 6:30 a.m. to 6:30 p.m. (Counseling).

Contractor shall obtain prior written approval from Director, or his designee, at least thirty (30) calendar days before terminating services at such location and/or before commencing such services at any other location. If the days and hours of operation, telephone number, or facsimile/FAX number, of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform Director, or his designee, at least ten (10) calendar days prior to the effective date(s) thereof.

Contractor agrees to provide a walk-in participant reception area and facility that complies with Section 504 of the Federal Rehabilitation Act of 1973 and the Federal Americans with Disabilities Act of 1990.

4. MAXIMUM ALLOCATION:

A. During the period of September 30, 2009 through September 30, 2010, that portion of the maximum obligation of County which is allocated under this Exhibit for CASC services is Five Hundred Thousand Dollars (\$500,000). Other financial information for this Exhibit is contained in the Schedule(s) A, attached hereto and incorporated herein by reference.

B. If ADPA's Director extends this Agreement beyond the expiration date of September 29, 2010, for an additional period of twelve months from September 30, 2010 through September 29, 2011, subject to the availability of funds, the maximum obligation of County which is allocated under this Exhibit for alcohol and drug free living centers is Five Hundred Thousand Dollars (\$500,000). All financial terms during the Fiscal Year 2009-10 shall apply to the additional twelve (12) months.

5. REIMBURSEMENT: County agrees to compensate Contractor for services provided to participants under this Agreement at the hourly rate (provisional service rate per staff hour) as set forth in the Schedule(s) referred to above, and attached hereto for each staff hour provided hereunder. Contractor agrees that only services (i.e., staff hours) performed by designated staff position titles shall be reimbursable under this Agreement.

For the purpose of this Agreement, the definition of "staff hour" is an hour worked by designated Contractor staff. A listing of such designated staff position titles shall be provided to the ADPA ten (10) calendar days prior to the effective date of this Agreement, and shall be listed in the Schedule(s) referred to above, and attached hereto. Contractor shall maintain daily time records of those staff persons

performing under such designated staff position titles, and providing services herein, which shall be signed by the employee and by his/her supervisor confirming the accuracy of the number of staff hours being claimed for reimbursement. In no event shall County's compensation to Contractor exceed the maximum allocation stated herein.

ADPA's Director may adjust the Contractor's reimbursement rate by up to fifteen percent (15%) of the existing rate set forth in the Schedule page of this Agreement, once per fiscal year, upon Contractor's submission of a revised budget that demonstrates the need for such rate adjustment. Contractor's cost report for the applicable fiscal year shall further justify the need for such rate adjustment. ADPA's Director shall review revised budget and cost report, and determine whether a rate adjustment is necessary. In the event ADPA's Director, in his/her sole discretion, determines a rate adjustment is necessary, prior written notice of such reimbursement rate changes shall be provided to Contractor, DPH's Contracts and Grants Division, and to County's Chief Executive Officer. Any such changes in the reimbursement rates shall be effected by an administrative amendment to this Agreement by ADPA's Director.

6. STATEMENT OF WORK FORM AND EVALUATION OF SERVICES:

Contractor agrees to provide services to County and County participants as described and as summarized in Contractor's "Statement of Work" form, attached hereto and incorporated herein by reference. Contractor shall be responsible for submitting the Statement of Work form in writing for Director's, or his designee's, review and approval before the commencement of any services hereunder.

Contractor shall have a statement on the overall program goals and objectives that will be achieved by Contractor in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual participants, Contractor shall also have an additional goals and objectives statement that describes the specific effects on a participant's behavior and health status that Contractor's services are expected to produce in a stated percentage of the participant population to be served.) Each goal and objective shall include a timetable and a completion date, which shall not exceed the term of this Agreement. Program goals and objectives shall be submitted by Contractor within thirty (30) calendar days following the execution of this Agreement for approval by Director, or his designee.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new

program activities, to evaluate the effectiveness of the service (i.e., program) provided by the Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are directed towards individual participants) to improve services received under this Agreement.

As a result of Federal, State, and local emphasis on better documentation and assessment of program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and participants; completing questionnaires; observation of staff in-service training and staff delivery of services to participants; abstraction of information from participant records; an expansion of the Los Angeles County Participant Reporting System for both admission and discharge information reported on participants; the reporting of services received by selected participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under applicable Federal and

State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

Contractor will participate in the Los Angeles County Evaluation System and other federal grant evaluations, as requested by the County. Contractor participation will include, but not be limited to, training, data collection and reporting, and the administration of standardized evaluation and outcome reporting instruments. Contractor will be reimbursed at its prevailing rate for staff participation in program activities. Failure of Contractor to participate in this program as described in this Paragraph shall constitute a material breach of contract and this Agreement may be terminated by County.

Contractor agrees to implement written procedures to protect the confidentiality of client/participant records in accordance with applicable County, State, and federal laws, such as, Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records, and Welfare and Institution Code Sections 5328 through 5330.

7. ADDITIONAL REPORTS: Subject to the reporting requirements of the ADDITIONAL PROVISIONS of this Agreement,

incorporated herein, Contractor shall submit reports deemed appropriate by the County of Los Angeles, Department of Public Health, ADPA, the State and Federal funding agencies, or any of the following additional reports:

Government Performance and Results Act (GPRA) and quarterly program reports .

8. STAFFING: During the term of this Agreement and for a period of four (4) years thereafter, Contractor shall have available and shall provide at any time upon request to authorized representatives of Federal, State, or County governments, a list of persons by name, title, professional degree, and experience who are providing services hereunder.

Contractor shall maintain the following desirable minimum staff qualifications that apply to employees directly involved in the administration, supervision, or provision of service, under this Agreement:

A. One (1) full-time CASC Director with the following responsibilities and desirable qualifications:

(1) Responsible for overall operation of CASC and supervision of CASC staff;

(2) Graduate degree in social work, psychology, or other treatment-related field with a minimum of five

(5) years experience in counseling and/or human services supervision; or

(3) Bachelors degree in social welfare, psychology, or other treatment-related field with a minimum of seven (7) years experience in counseling and/or human services supervision.

B. One (1) full-time Management Information/Assessment Specialist with the following responsibilities and qualifications:

(1) Responsible for training CASC staff and treatment provider staff on the automated assessment and referral system, solving any problems with the management information system, and administering the automated screening and assessments;

(2) Computer literacy; and

(3) Bachelors degree in social welfare, psychology, or other treatment-related field with at least two (2) years of job-related experience; or

(4) Certificate in Alcohol and Drug Abuse Counseling with a minimum of three (3) years job-related experience; or

(5) Minimum one (1) year education at an accredited institute of higher learning with at least (5) years experience in a job-related field.

C. One (1) full-time CASC Assessment Specialist/Certified Chemical Dependency Counselor with the following responsibilities and qualifications:

(1) Responsible for administering the automated screenings, completing GPRA, linking participants to ancillary services through the use of program directories, and referring participants to treatment services when required;

(2) Bachelors degree in social welfare, psychology, or other treatment-related field with at least two (2) years job-related experience; or

(3) Certificate in Alcohol and Drug Abuse Counseling with a minimum of three (3) years job-related experience; or

(4) Minimum one (1) year education at an accredited institute of higher learning with at least five (5) years experience in a job-related field.

D. One (1) full-time CASC HIV Resource Specialist with the following responsibilities and qualifications:

(1) Responsible for coordinating services for HIV positive substance misuser, injection drug user, or high risk substance misuser seeking services at the CASC;

(2) Responsible for conducting limited case management and for referring HIV positive substance misuser, injection drug user, or high risk substance misuser to County-funded HIV/Acquired Immunodeficiency Syndrome (AIDS) substance abuse services and ancillary services, and narcotic treatment program services;

(3) Bachelors degree in social welfare, psychology, or other treatment related field with at least two (2) years job-related experience; or

(4) Certificate in Alcohol and Drug Abuse Counseling with a minimum of three (3) years job-related experience; or

(5) Minimum one (1) year education at an accredited institute of higher learning with at least five (5) years experience in a job-related field.

E. One (1) full-time CASC Assistant with the following responsibilities and qualifications:

(1) Responsible for transporting participants to the CASC using the agency van and for other duties as needed;

(2) Valid license from the Department of Motor Vehicles and other required certification to operate a passenger van; and

(3) Certificate in Alcohol and Drug Abuse Counseling with no minimum experience required; and

F. One (1) full-time clerical staff who is responsible for typing, filing, scheduling meetings, and any other support duties necessary for the operation of the CASC.

G. One (1) full-time peer advocate/counselor who is responsible for assisting CASC consumers/participants with issues related to their assessment and referral to the substance abuse or mental health treatment providers.

H. May include one (1) full-time security guard who is responsible for ensuring the safety of all CASC staff and participants.

9. PRODUCTIVITY BASELINE TO ESTABLISH PROJECTED MINIMUM UNITS OF SERVICE FOR AGREEMENT TERM:

A. The total number of full-time equivalent (FTE) positions budgeted to the program hereunder is 3.20 FTEs.

B. The total number of FTE positions budgeted to perform staff hours during the Agreement is 3.20 FTEs.

C. Contractor shall provide a minimum of 1,601 actual staff hours for each budgeted FTE position(s) during the Agreement term.

D. Contractor shall provide a minimum of 5,129 staff hours during the Agreement term (Item B x Item C).

E. The projected minimum number of clients served during the Agreement term is 2,000.

10. SPECIFIC SERVICES TO BE PROVIDED: In addition to those services as described above, and under the "Statement of Work" form (Overall Goal), attached hereto and incorporated herein by reference below, Contractor shall provide a number of specific services which shall be provided in accordance with procedures formulated and adopted by Contractor's staff and approved by Director. The specific services to be provided by Contractor hereunder are as follows:

A. Provide screening, assessment, referral, and follow-up services, which include, but are not limited to, the following:

(1) Conduct initial screening for prospective enrollees to determine if enrollee needs a substance

abuse, mental health assessment, or other ancillary services, using the ASSIST automated screening tool;

(2) Screen HIV positive or other participants with an infectious disease and refer them to appropriate health and ancillary services;

(3) Work with high risk outreach teams, needle exchange programs, and mobile HIV testing and counseling units to link prospective participants to treatment and other ancillary services;

(4) Assess participants by utilizing a standard, approved automated assessment instrument, such as the Addiction Severity Index, for conducting a comprehensive substance abuse assessment;

(5) Document initial (first level) participant information and participant referrals on a County selected database.

B. Develop and maintain a resource directory that includes, but is not limited to, all County substance abuse providers, all County 12-Step and other self-help support groups, Info Line service agencies, HIV/AIDS providers linked to the automated Office of AIDS Policy and Programs Spins Directory.

C. Develop and maintain linkages with agencies that provide HIV/AIDS services within the CASC's geographical area of responsibility.

D. Refer participants to appropriate County-contracted or approved substance abuse providers within the CASC's designated SPA.

E. Provide ancillary services referrals, which include but are not limited to, vocational rehabilitation, public social services, housing, health, legal aid, and other appropriate resources.

F. Develop and implement outreach, consultation, and technical assistance services to all alcohol and drug programs located in the CASC's geographical area of responsibility.

G. Maintain collaborative and cooperative linkages with public, private, and other social, economic, health, legal, vocational, and local law enforcement service providers.

11. AUTOMATED BILLING SYSTEM: Contractor shall participate and cooperate in the automated Los Angeles County Participant Reporting System (LACPRS). Contractor shall also utilize the CalWORKs Billing System to report client data and billing information. Contractor shall submit DPSS Eligibility and

CalWORKs Orientation and Outreach Activities forms on a monthly basis. For the purpose of reporting monthly data, Contractor will enter client information directly into the County's CalWORKs Billing System. Contractor shall provide a computer system, including but not limited to, hardware, software, cable lines and connections, and modem. Contractor shall provide maintenance for the computer system, ensure that the system is up to date, in good operational order at all times, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County. County may withhold payment for monthly claims if the forms are missing, are incomplete, and/or do not support the monthly claims. County may also withhold payment for failure of Contractor to utilize the CalWORKs Billing System. County may recoup payments for claims that are rejected by DPSS.

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(COST/NR/PR)

HOMELESS HEALTH CARE LOS ANGELES, INC.

SCHEDULE A (Page 1 of 1)

COMMUNITY ASSESSMENT AND SERVICE CENTER PROGRAM SERVICES

	Period of (09/30/09- 09/29/10)
1. Units of Service.....	<u>5,129</u>
2. Maximum Allocation.....	\$ <u>500,000</u>
3. Projected Revenues.....	\$ <u>0</u>
4. Projected Gross Program Allocation..... (Item 2 plus Item 3)	\$ <u>500,000</u>
5. Provisional Service Rate Per Staff Hour..... (Item 2 divided by Item 1)	\$ <u>97.47</u>
6. Maximum Monthly Amount/ Allocation..... (Item 2 divided by the number of months in the period)	\$ <u>41,666</u>

Contractor's employee position(s) eligible to perform Staff Hours hereunder:

CASC Director

Operation Director

Assessor/Counselor Case Managers

Manager Information Systems/
Assessment Specialist

Administrative Assistant

Program Assistant

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*Any unspent funds may be rolled over from FY 2009-10 to FY 2010-11.

HOMELESS HEALTH CARE LOS ANGELES, INC.

STATEMENT OF WORK

COMMUNITY ASSESSMENT AND SERVICE CENTER PROGRAM SERVICES
(*Screening, Brief Intervention, Referral and Treatment (SBIRT)*)

OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor and the overall goal(s) and/or objective(s) that such services will achieve.

Services and Overall Goal:

See Attached Statement of Work and Client flow

A detailed description, including a timetable, of the services to be provided and the program goals and objectives to be achieved, as they relate to the Services and Overall Goal statement above shall be submitted by Contractor within thirty (30) calendar days following the execution of this Agreement for approval by Director.

SOLE SOURCE CHECKLIST
*(Behavioral Health Services, Inc. and
 Homeless Health Care Los Angeles, Inc.)*

Check (✓)	JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES
	<i>Identify applicable justification and provide documentation for each checked item.</i>
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
✓	➤ Quick action is required (emergency situation)
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
	➤ Other reason. Please explain:
	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  _____ Sheila Shima Deputy Chief Executive Officer, CEO </div> <div style="text-align: center;"> 12/29/09 _____ Date </div> </div>